

Orange One Terms and Conditions

Date: 1 November 2018



Do I really need to read this?

This booklet may have a few pages and take a little while to read, but it's important. So grab a cuppa, put your feet up and once you've gone through the booklet keep it somewhere safe.

This booklet contains the Terms and Conditions of our Orange One credit account.

The contract for your Orange One credit account is made up of these Terms and Conditions and a Credit Card Offer setting out the details of your contract.

This booklet also contains an Information Statement, which we are required to give you.

Note: This booklet does not contain all of the information that we are required to give you before you enter into the contract. The rest of the information is contained in the Credit Card Offer. Please read both documents carefully.

For more information visit ing.com.au

1. Explaining words in plain English

■ 1.1 The meaning of words used in this Contract

In this Contract:

Access Code means the password you, or an Additional Cardholder, use to access ING accounts using our Interactive Services.

Access Method means:

(a) the use of:

- an Access Code and Client Number;
- the Visa Credit Card and PIN; or
- the Card Details; or

(b) any other method authorised by us for use as authority for us to act on an instruction given through Electronic Equipment to debit or credit your Account.

It doesn't include any method that needs a signature for verification.

Account means the Orange One credit account we open in your name to record Transactions under this Contract.

Additional Cardholder means any person 18 years or over who from time to time is nominated by you and authorised by us to be issued with a Visa Credit Card for use on your Account.

Amount Due means the amount specified as such in your statement of account. The Amount Due will be:

- (a) the Closing Balance (which includes any Instalment Plan Repayment for the Statement Cycle); less
- (b) any future amount you owe under an Instalment Plan.

Amount Due Option means the option to have the Amount Due debited automatically from your Autopay Account.

Annual Instalment Percentage Rate means the Annual Instalment Percentage Rate specified in the Credit Card Offer, as changed from time to time pursuant to the Credit Card Offer or these Terms and Conditions.

Annual Percentage Rate means each of the Annual Instalment Percentage Rate and the Annual Revolving Percentage Rate.

Annual Revolving Percentage Rate means the Annual Revolving Percentage Rate specified in the Credit Card Offer, as changed from time to time pursuant to the Credit Card Offer or these Terms and Conditions.

Annual Revolving Percentage Rate Item means an item to which the Annual Revolving Percentage Rate applies as set out in clause 8.2.

ATM means an automatic teller machine.

Autopay Account means an eligible account (other than the Account) that you hold with us either solely or jointly, which you nominate to be linked to your Account to make repayments on the Account.

Available Limit means the unused part of your Credit Limit at any time.

BPAY means the BPAY® bill payment service that allows you to pay bills electronically.

Business Day means a day other than a Saturday or Sunday or public holiday when we are open for general banking business in your State or Territory.

Card Details means the information on a Visa Credit Card including, but not limited to, the Visa Credit Card number and Expiry Date.

Cash Advance means a transaction on your Account which is treated by us as a cash advance, including a transaction which results in you or an Additional Cardholder receiving physical cash (for example from an ATM), a purchase of items similar to cash such as travellers cheques, all purchases for gambling or gaming transactions such as gambling chips purchases and online gambling purchases, and any other transaction identified by Visa as a cash advance.

Chargeback means a Transaction that, in accordance with the Credit Card Scheme Rules, is returned to a Merchant for resolution and reversal after it is disputed by you or an Additional Cardholder.

Client Number means the number we give you, and any Additional Cardholder, to use with the Access Code in order to use our Interactive Services. We generally only allocate one Client Number to each individual or entity, regardless of the number of accounts held with ING.

Closing Balance means the amount specified as such in your statement of account. The Closing Balance will be the total amount outstanding on your Account at the end of the Statement Cycle, including any Instalment Plan Repayments and any amount by which your account is in arrears.

Code means an Access Code, PIN and any other secret code issued to you or an Additional Cardholder for the purposes of our Enhanced Security Measures.

Code Security Requirements means the code security requirements described in clause 22.8.

Contract means the contract (as varied from time to time) you make with us when you accept our Credit Card Offer. It consists of the Credit Card Offer and these Terms and Conditions.

Credit Card Offer means the document entitled Credit Card Offer which records the particulars of the Contract.

Credit Card Scheme Rules means the credit card scheme rules of Visa.

Credit Limit means the credit limit for your Account stated in the Credit Card Offer, as changed from time to time in

accordance with your Contract. It is the maximum amount of credit that may be obtained under the Contract.

Daily Instalment Balance means the unpaid balance of your Account that is on an Instalment Plan at the end of each day.

Daily Instalment Percentage Rate means the interest rate determined by dividing the Annual Instalment Percentage Rate by 365.

Daily Revolving Balance means the unpaid balance of your Account that is not on an Instalment Plan at the end of each day.

Daily Revolving Percentage Rate means the interest rate determined by dividing the Annual Revolving Percentage Rate by 365.

Disclosure Date means the date described as such in the Credit Card Offer.

Due Date means the date specified as such in your statement of account, which is typically 15 days after the end of the Statement Cycle to which the statement of account relates.

EFTPOS means electronic funds transfer at point of sale.

EFT System means the shared system under which EFT Transactions are processed.

EFT Terminal means any terminal connected to the electronic banking system and authorised by us for use with an Access Method to conduct an EFT Transaction, including an ATM and an EFTPOS terminal.

EFT Transaction means an electronic funds transfer initiated by giving an instruction to us through Electronic Equipment and using a relevant Access Method.

Electronic Equipment means, but is not limited to, an EFT Terminal, computer, telephone, mobile telephone or any other small screen device which can be used to access the internet.

Enhanced Security Measures means any additional security measure or authentication method that we may require you or an Additional Cardholder to use when transacting on your Account, such as by entering an SMS code.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission which regulates consumer electronic payments.

Expiry Date means the expiry date recorded on a Visa Credit Card.

Foreign Tax Residency Status refers to your status as a resident of a foreign country for tax purposes, in light of ING's obligations under:

- the global standard for the collection, reporting and exchange of financial account information of foreign tax residents; and
- the withholding tax and reporting regime in relation to tax residents of the United States of America, known as Foreign Account Tax Compliance Act imposed by the United States Hiring Incentives to Restore Employment Act 2010, which is incorporated into Australian law in Schedule 1 of the Taxation Administration Act 1953 (Cth).

ING, we, us and our means ING Bank (Australia) Limited ABN 24 000 893 292, Australian credit licence 229823 and its successors and assignees.

Instalment Plan means a payment plan for an amount accrued to the Account, which is paid in equal Instalment Plan Repayments over a selected term.

Instalment Plan Repayment means the monthly repayment for an Instalment Plan calculated by applying the Annual Instalment Plan Percentage Rate to the amount added to the Instalment Plan, and dividing that amount by the number of months in the selected term, rounded to the nearest cent.

Interactive Services means any service where you or an Additional Cardholder can access your accounts electronically, including the Mobile Application, Online Banking and Phone Banking.

International Transaction means a Transaction described in clause 6.19.

Law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of them).

Merchant means a provider of goods or services who accepts payment by Visa Credit Card.

Minimum Repayment means the amount specified as such in your statement of account. The Minimum Repayment will be the total of:

(a) the greater of:

- (i) 5% of the Daily Revolving Balance as at the end of the Statement Cycle (excluding any amount by which your Account is in arrears);
- (ii) \$100 or, if the Daily Revolving Balance as at the end of the Statement Cycle (excluding any amount by which your Account is in arrears) is less than \$100, that lesser amount; plus

(b) any Instalment Plan Repayments due; plus

(c) any amount by which your Account is in arrears (other than any Overlimit Amount); plus

(d) any Overlimit Amount that exceeds the total of:

- (i) any Instalment Plan Repayments due; plus
- (ii) any amount by which your Account is in arrears (other than any Overlimit Amount).

Minimum Repayment Option means the option to have the amount of the Minimum Repayment debited automatically from your Autopay Account.

Mobile Application means our mobile banking application which enables access to your Account via an application on a mobile device.

National Credit Code means the National Credit Code set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth), Chapter 7 of the National Consumer Credit Protection Regulations 2010 (Cth) and any amendments to,

replacements of or statutory instruments or determinations issued under it from time to time.

Online Banking means our secure online banking system available at ing.com.au which enables access to your Account via the internet.

Overlimit Amount means the amount by which the balance of your Account exceeds your Credit Limit.

Phone Banking means our telephone banking system that can be accessed using a touch tone phone or by speaking to a Customer Care Specialist.

PIN means the confidential personal identification number we issue, or you or an Additional Cardholder select, for the purpose of accessing your Account electronically with a Visa Credit Card. This number must be kept secret.

Purchase means any transaction involving a purchase of goods or services from a Merchant, the payment for which is authorised by you or an Additional Cardholder. It includes an order made for goods or services which are not taken.

Statement Cycle means the period to which a statement of account applies, usually 30 days. The actual number of days in a Statement Cycle varies, depending on the length of the month. For example, a Statement Cycle may begin on the 7th day of each month, and run until the 6th day of the following month. The exact dates of your Statement Cycle will depend on the date on which your Account is opened.

Terms and Conditions means this document.

Transaction includes a Cash Advance and a Purchase.

Visa Credit Card means any Visa credit card we issue to you or an Additional Cardholder to access the Account.

Visa payWave allows you or an Additional Cardholder to authorise Purchases using a Visa Credit Card embedded with Visa payWave contactless technology by waving the Visa Credit Card at point of sale readers displaying the contactless symbol.

Website our website at ing.com.au or any other internet website we advise you in writing is a website under this Contract.

You means the person in whose name the Account is held and **your** has a corresponding meaning.

■ 1.2 What do certain words and phrases mean?

In this Contract:

- (a) the singular includes the plural and vice versa;
- (b) where any word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) a reference to a document (including this document) is to that document as varied, ratified or replaced from time to time; and
- (d) a reference to you includes your successors and assigns.

2. The Contract

■ 2.1 What terms apply to this Contract?

The terms that apply to your Account (including the use of the Visa Credit Card and the Account) are made up of these Terms and Conditions and the Credit Card Offer. You will be bound by these terms if you accept our offer in accordance with clause 3.

■ 2.2 What happens if there is an inconsistency between these Terms and Conditions and your Credit Card Offer?

If there is any conflict or inconsistency between the Credit Card Offer and these Terms and Conditions, the Credit Card Offer will prevail to the extent of the inconsistency.

3. Activation and acceptance

■ 3.1 How to activate your Account

You won't be able to transact on your Account (whether or not through use of a Visa Credit Card) until you activate your Visa Credit Card. You may activate your Visa Credit Card:

- (a) via the Mobile Application; or
- (b) using Online Banking.

■ 3.2 Accepting our offer and agreeing to the Account terms

By activating the Visa Credit Card, you accept our offer and agree to the terms of the Credit Card Offer and these Terms and Conditions. If you do not activate your Visa Credit Card within the timeframe stated in your Credit Card Offer, our offer to you will lapse.

■ 3.3 How an Additional Cardholder can activate their card

An Additional Cardholder won't be able to transact on your Account (whether or not through use of a Visa Credit Card) until they activate their Visa Credit Card. An Additional Cardholder can only activate their Visa Credit Card once you have activated your Visa Credit Card for the first time. An Additional Cardholder may activate their Visa Credit Card:

- (a) via the Mobile Application; or
- (b) using Online Banking.

4. Opening an Account

Eligibility criteria

■ 4.1 Are you eligible for an Orange One?

Yes! As long as:

We do not have to lend you any money unless:

- (a) you are an individual who is at least 18 years of age or older;
- (b) you are an Australian citizen with an Australian residential address, or permanent resident, with an Australian residential address;
- (c) you hold, or have applied for, an ING Orange Everyday Transaction Account at the time you apply for the Account;
- (d) you meet any salary or regular deposit conditions that we advise at the time you apply for the Account;
- (e) you satisfy our credit and identification criteria for the Account; and
- (f) you provide ING with all of the information we require to determine your Foreign Tax Residency Status; and
- (g) you have agreed to receive notices and documentation by electronic communication.

What you need to tell us

■ 4.2 Keep us updated

Before you, or any Additional Cardholder, access any credit under the Account, you must tell us:

- (a) if anything has happened which prevents you from complying with your obligations under this Contract; or
- (b) if there are any changes to your position, as stated in all the declarations you have made to us in connection with this Contract.

■ 4.3 Foreign Tax Residency Status

We are required by law to collect certain information about you in order to determine your Foreign Tax Residency Status and, where required, report that information, as well as information about any account you hold, to the Australian Taxation Office. The Australian Taxation Office is required to

exchange that information with equivalent foreign country tax authorities in accordance with the Australian Government's international obligations.

In order to determine your Foreign Tax Residency Status, we may need to obtain additional information from you, including documentation and certifications. If you don't provide any information we reasonably request by the time we require it, we may seek the information from a third party.

Any determination made by ING regarding your Foreign Tax Residency Status does not constitute tax advice.

5. Visa Credit Card

Issuing a Visa Credit Card

■ 5.1 We'll issue a card to you

We'll issue a Visa Credit Card to you, and, at your request, to an Additional Cardholder in accordance with clause 5.4.

■ 5.2 All cards remain our property

Each Visa Credit Card issued remains our property at all times. You must destroy each Visa Credit Card issued under the Account when it expires, or at any other time if we ask you to do so.

■ 5.3 When a card is valid

A Visa Credit Card will be valid once it is activated and will remain valid until its Expiry Date or cancellation. A Visa Credit Card must be signed upon activation.

Additional Cardholders

■ 5.4 You can ask us to issue a card to an Additional Cardholder

You can ask us to issue a Visa Credit Card to up to 3 Additional Cardholders.

We are not obliged to action your request and the issue of additional Visa Credit Cards is at our sole discretion. All Additional Cardholders must satisfy our eligibility, identification and security criteria.

■ It's important that you, and any Additional Cardholder, read these Terms and Conditions because they set out details of the scope of an Account Holder's authority in respect of the Account and your liability for an Additional Cardholder. 5.5 Authorisation

You authorise:

- (a) any Additional Cardholder to access and operate the Account as set out in these Terms and Conditions; and
- (b) us to act on the instructions of any Additional Cardholder.

An Additional Cardholder won't be able to access and operate the Account in the same way that you can.

■ **5.6 Additional Cardholder obligations**

It's important that an Additional Cardholder read these Terms and Conditions because they must comply with them. For example, an Additional Cardholder is required to protect their Visa Credit Card and Codes in the manner required by the Code Security Guidelines.

■ **5.7 Your liability for Transactions**

You are liable for any Transaction authorised by an Additional Cardholder, including any interest, fees and charges. We'll treat any such Transactions as having been authorised by you.

■ **5.8 Authority to disclose information to an Additional Cardholder**

You authorise us to give any Additional Cardholder information about your Account, including the balance of your Account, the available credit under the Credit Limit, and all activity on your Account (including Instalment Plans and Transactions made by you and any Additional Cardholder).

■ **5.9 Cancelling an Additional Cardholder's card or access**

You can ask us to cancel an Additional Cardholder's Visa Credit Card and/or access to your Account at any time by calling us on 133 464. Where an Additional Cardholder's Visa Credit Card is cancelled, you must take reasonable steps to destroy that Additional Cardholder's Visa Credit Card. Until then, you remain liable for all Transactions made by that Additional Cardholder.

Visa Credit Card replacement

■ **5.10 Card reissue**

We may issue a replacement Visa Credit Card to you or any Additional Cardholder at any time, including where the Visa Credit Card has been lost, stolen or damaged. If you wish to order a replacement Visa Credit Card, you can call our Contact Centre on 133 464 (or +61 2 9028 4077 when you're overseas). Use of the replacement Visa Credit Card will be subject to these Terms and Conditions.

Visa Credit Card expiry

■ 5.11 Expiry Date

Each Visa Credit Card is only valid from the date of activation until its Expiry Date. We may automatically issue you and/or any Additional Cardholder with a new Visa Credit Card before the Expiry Date without notifying you first. Use of the new Visa Credit Card and the new Card Details will be subject to these Terms and Conditions.

6. Accessing your Account

General

■ 6.1 How to access credit

Subject to these Terms and Conditions, you and any Additional Cardholder can access the credit in your Account by:

- (a) using the Visa Credit Card to make payments using an EFTPOS terminal (including by using Visa payWave);
- (b) subject to clause 6.14, using the Visa Credit Card to withdraw cash from an ATM or from financial institutions displaying the Visa symbol;
- (c) using the Card Details to make Purchases online, or by mail order or telephone order;
- (d) authorising a third party (such as a health insurer or utilities provider) to withdraw funds under a regular payment arrangement;
- (e) using the Card Details stored in a digital wallet to make Purchases; or
- (f) making BPAY® payments by accessing our Interactive Service.

■ 6.2 Transferring funds between ING accounts

Where the Account has a credit (positive) balance and subject to these Terms and Conditions, you can also access the credit balance by transferring funds to another account you hold with us.

Using the Visa Credit Card

■ 6.3 EFT Terminals

When you or an Additional Cardholder make a Transaction at an EFT Terminal, you authorise us to act on the instructions given. You or the Additional Cardholder must check the Transaction details entered into the EFT Terminal to ensure they are correct before authorising a Transaction (including any Transaction using Visa payWave). You or the Additional Cardholder should also check the completed Transaction to ensure that it has been processed in accordance with the instructions given.

■ 6.4 ATMs

Some ATMs may not have money available for withdrawals and some Merchants, financial institutions and/or ATMs may not accept the Visa Credit Card. If the ATM doesn't return a Visa Credit Card, contact us immediately, not the financial institution that owns the ATM.

■ 6.5 Not all goods and services may be purchased with the card

When a Merchant displays the 'Visa', 'EFTPOS' or 'Visa payWave' symbol, they're not promising all their goods and services may be purchased with the Visa Credit Card.

■ 6.6 We're not responsible for Merchants

We're not responsible if the Merchant refuses to accept or honour a Visa Credit Card.

■ 6.7 Price may differ

The price a Merchant charges for goods or services purchased with a Visa Credit Card may be different from the price the Merchant charges for the same goods or services purchased with cash.

■ 6.8 Our liability for goods or services purchased with the card

We do not accept any responsibility for the goods or services purchased with the Visa Credit Card, unless required to do so by law.

■ 6.9 What can you use your Account for?

- (a) Your Account must only be used for personal, domestic or household purposes. We reserve the right to determine whether or not any use of your Account is for one of these purposes.
- (b) Your Account must not be used for any unlawful purpose, including buying goods or services prohibited by Australian law. We may refuse to authorise a Transaction on your Account if any Visa Credit Card has been reported lost or stolen, or we have any other good reason to do so.

Visa payWave

■ 6.10 Using Visa payWave

If a Visa Credit Card carries the Visa payWave symbol on the front of the card, it can be used to authorise Purchases at Merchants displaying the contactless symbol, simply by waving the Visa Credit Card at the Merchant's point of sale reader.

■ 6.11 A PIN may be required

A PIN may be required to authorise Visa payWave Transactions. The circumstances in which a PIN is required are determined by Visa and/or the Merchant processing the Transaction, and may change from time to time.

■ 6.12 You cannot withdraw cash using Visa payWave

Visa payWave cannot be used to withdraw cash through an EFTPOS terminal.

Cash Advances

■ 6.13 When you can make a Cash Advance

Cash Advances won't be available unless you have enabled the Cash Advance functionality on your Account. You may enable the Cash Advance functionality:

- (a) via the Mobile Application;
- (b) using Online Banking; or
- (c) by calling us on 133 464.

■ 6.14 Additional Cardholders cannot authorise Cash Advances

Additional Cardholders are not authorised to enable the Cash Advance functionality on your Account.

■ 6.15 Withdrawing cash using a card

You, and any Additional Cardholder, may withdraw cash using the Visa Credit Card in the following ways:

- (a) at a branch counter of any Australian or international financial institution displaying the Visa symbol;
- (b) through most EFTPOS terminals; or
- (c) from an ATM displaying the Visa symbol.

Cash withdrawals may be subject to an applicable limit.

■ 6.16 Fees may be payable

We'll apply the Cash Advance fee described in the Credit Card Offer for each Cash Advance.

International Transactions and using the Visa Credit Card overseas

■ 6.17 Card can be used in most countries

The Visa Credit Card can be used in most countries overseas.

■ 6.18 Tell us about travel plans

Before you, or any Additional Cardholder, use a Visa Credit Card overseas, you should notify us of the regions or countries in which the Visa Credit Card will be used, and the dates of such use, by using the Mobile Application.

When we'll treat a transaction as an International Transaction

A Transaction made using a Visa Credit Card will be an International Transaction if it is made:

(a) in a foreign currency; or

(b) in Australia dollars or a foreign currency, where:

(i) the Merchant or financial institution accepting the Visa Credit Card; or

(ii) the entity processing the Transaction; is located outside of Australia

You will not always know that a Merchant or a processing entity is located outside Australia.

■ 6.19 We can refuse to process a Transaction

We may refuse to authorise any International Transaction, including for security reasons.

■ 6.20 Your liability for Transactions conducted overseas

You are liable for the Australian dollar equivalent of the amount of all International Transactions authorised by you or an Additional Cardholder.

■ 6.21 How International Transactions are converted into Australian dollars

International Transactions and other foreign currency amounts including charges, will be converted into Australian dollars as at the date they are processed by Visa International. The conversion rate is selected by Visa International from the range of rates available in wholesale currency markets on the processing date. International Transactions and other amounts may be converted directly into Australian dollars, or converted into United States dollars before being converted into Australian dollars.

■ 6.22 There may be a delay in processing an International Transaction

International Transactions may not be processed to your Account on the same day that they are made. To the extent permitted by law, you bear the risk of a change in exchange rates in the intervening period.

■ 6.23 International transaction fee

We'll apply the international transaction fee described in the Credit Card Offer for each International Transaction.

Transactions by BPAY

■ 6.24 BPAY Scheme

ING is a member of the BPAY Scheme. We'll let you know if this changes.

■ 6.25 Paying with BPAY

You can authorise a Transaction using BPAY via our Interactive Services.

To make a BPAY payment, you need:

- (a) the payment amount;
- (b) the biller code and customer reference number; and
- (c) the date you want the BPAY payment made.

In order for us to make the payment, you need to make sure that the information you provide is correct and the payment would not cause the balance of your Account to exceed the Credit Limit.

Remember, when we make a BPAY payment on your behalf, we're not acting as your or the biller's agent.

■ 6.26 Scheduled payments

Scheduled payments by BPAY can only be made if, as at midnight the Business Day before the payment is scheduled, the payment would not cause the balance of your Account to exceed the Credit Limit. If the payment would cause the balance of your Account to exceed the Credit Limit when the scheduled payment is processed, that payment will be cancelled. Future scheduled payments will remain.

If the scheduled payment is on a non-Business Day, it will generally be made the next Business Day.

You can stop or suspend an individual scheduled payment via Online Banking by cancelling it before the date of the payment.

■ 6.27 Processing times

Billers who participate in the BPAY Scheme agree that generally they'll treat a BPAY payment as received:

- (a) on the day you make the BPAY payment, if you tell us to make that payment before the cut-off time on a Business Day (for cut-off times, please see the FAQ section on our website); or
- (b) on the next Business Day, if you tell us to make that payment either after the cut-off time on a Business Day or on a non Business Day.

There may be additional processing time of one day or more when:

- there's a national public holiday the day after you tell us to make a BPAY payment;
- you tell us to make a BPAY payment either after the cut-off time on a Business Day, or on a non-Business Day; or
- the biller or another financial institution involved in the BPAY payment doesn't meet their obligations under the BPAY Scheme.

■ 6.28 It pays to check

If you instruct us to make a BPAY payment to a biller and discover that:

- (a) the amount you told us to pay is greater than the amount you needed to pay, you should contact the biller for a refund; or
- (b) the amount is less than the amount you needed to pay, you should pay the difference (using BPAY or another method).

If you've made a mistake when instructing us to make a BPAY payment please contact the biller directly, alternatively please call us and we will attempt to recover the mistaken amount from the biller.

Make sure you check your Account records carefully and contact us immediately if you become aware that:

- you've made a mistake when instructing us to make a BPAY payment;
- of any delays or mistakes in processing your BPAY payment;
- you didn't authorise a BPAY payment from your Account; or
- you think you have been fraudulently induced to make a BPAY payment.

A mistaken or incorrect BPAY payment does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and the biller.

■ 6.29 If a payment cannot be processed

If we're notified that your BPAY payment cannot be processed by a biller, we'll:

- (a) let you know;
- (b) credit your Account with the amount of the payment; and
- (c) if you wish, help you make a payment to that biller as soon as possible.

■ 6.30 Complaints and liability

Any complaints about goods or services purchased with a

BPAY payment (rather than about payment processing) must be resolved directly with the biller concerned.

■ 6.31 Concerns regarding BPAY

If you're concerned that a BPAY payment made from your Account is unauthorised, you need to give us your written consent (addressed to the biller who received the payment) stating that we can obtain information about your account with the biller, including:

- (a) the BPAY payment and your customer reference number, and
- (b) any other information we need to investigate the payment.

If you don't give us your consent, legally the biller doesn't have to give us the information we need to rectify that BPAY payment.

7. Your Credit Limit

■ 7.1 Drawing down credit

Subject to any daily or other Transaction limit which applies to your Account, you, and any Additional Cardholder, may draw down amounts of credit at any time up to the Credit Limit, and redraw amounts of credit you have repaid.

■ 7.2 You aren't allowed to exceed the Credit Limit

You must ensure that the balance of your Account doesn't exceed the Credit Limit.

■ 7.3 When we won't process Transactions

Except in the circumstances described in clause 7.4, we won't:

- (a) process any Transaction which would cause the balance of your Account to exceed the Credit Limit; or
- (b) where the balance of your Account exceeds the Credit Limit, process any Transactions until you reduce the balance of your Account to an amount below the Credit Limit.

■ 7.4 We may process some Transactions where you've exceeded the Credit Limit

In some circumstances a Transaction processed to your Account may cause you to exceed the Credit Limit. This may occur, for example, when a Transaction is conducted manually or when a payment is debited to your Account under a regular payment arrangement. Fees and interest charges may also cause you to exceed the Credit Limit on your Account.

We'll notify you of the first time you exceed the Credit Limit in a Statement Cycle. That notice will be given no later than

2 Business Days after we become aware of it. You must immediately pay us the Overlimit Amount. We do not need to ask you for that amount first.

Where the balance of your Account exceeds the Credit Limit, we will continue to debit the amounts of any applicable fees or interest, and we may continue to debit your Account for a Transaction that is conducted manually or a payment is made under a regular payment arrangement.

■ **7.5 Your Credit Limit won't change where you've exceeded the Credit Limit**

Your Credit Limit does not change simply because we debit an amount to your Account that causes the balance of your Account to exceed your Credit Limit.

■ **7.6 How you can request to increase your Credit Limit**

You may request an increase to your Credit Limit at any time. We are under no obligation to agree to any such request. We won't increase your Credit Limit unless you ask us to

■ **7.7 How you can request to reduce your Credit Limit, and what we'll do**

You may request a reduction to your Credit Limit at any time. If so, we'll take reasonable steps to ensure that your request is given effect as soon as possible.

Your Credit Limit cannot be reduced below:

- (a) the outstanding balance of your Account at the time of the request. If, at any time, you ask to reduce your Credit Limit to an amount that is less than the outstanding balance of your Account at that time, you'll first need to repay the amount that exceeds the requested Credit Limit; or
- (b) the minimum credit limit available for your Account. The minimum credit limit for an Orange One is \$1,000 and for an Orange One Platinum is \$6,000.

■ **7.8 We can reduce your Credit Limit at any time, even if you haven't asked us to so**

We can reduce your Credit Limit at any time, even if you have not asked us to do so. We don't have to give you prior notice but, unless you are in default, we'll advise you of our decision to reduce your Credit Limit in writing as soon as possible afterwards.

■ **7.9 Additional Cardholders cannot change your Credit Limit**

Additional Cardholders are not authorised to request a change in your Credit Limit.

8. Interest

Your Annual Percentage Rates

■ 8.1 What interest rate applies to your Account?

Each of the Annual Revolving Percentage Rate and the Annual Instalment Percentage Rate that apply to your Account as at the Disclosure Date are set out in the Credit Card Offer. The Annual Revolving Percentage Rate and the Annual Instalment Percentage Rate are variable rates, and are subject to change.

■ 8.2 To what does the Annual Revolving Percentage Rate apply?

The Annual Revolving Percentage Rate applies to:

- (a) Purchases;
- (b) Cash Advances;
- (c) fees and charges;
- (d) enforcement expenses; and
- (e) any interest charges debited to your Account (including any interest charges debited to your Account in respect of balances owing under any Instalment Plan),

The items to which the Annual Revolving Percentage Rate applies are, for the purposes of this clause 8, referred to as the "Annual Revolving Percentage Rate Items".

(each an **Annual Revolving Percentage Rate Item**).

■ 8.3 To what does the Annual Instalment Percentage Rate apply?

The Annual Instalment Percentage Rate applies to balances owing under any Instalment Plan. However, it's not applied to interest charges debited to your Account under any Instalment Plan.

The items to which the Annual Instalment Percentage Rate applies are, for the purposes of this clause 8, referred to as the "Annual Instalment Percentage Rate Items".

How we calculate and debit interest

■ 8.4 Interest on Annual Revolving Percentage Rate Items when you're not eligible for the interest free period

If you're not eligible for interest free days (see clause 9.1), we charge interest on the amount of any Annual Revolving

Percentage Rate Item from the date of the Transaction or the date that the fee, charge, enforcement expense or interest is debited to your Account until the item is paid in full.

We calculate interest charges on a daily basis by applying the Daily Revolving Percentage Rate to the Daily Revolving Balance of your Account.

■ **8.5 Interest on Annual Instalment Percentage Rate Items**

If you're eligible for interest free days (see clause 9.1), we charge interest on any Annual Instalment Percentage Rate Item from the Due Date stated in the statement of account for the Statement Cycle in which that Instalment Plan was created until the item is paid in full.

If you're not eligible for interest free days (see clause 9.1), we charge interest on any Annual Instalment Percentage Rate Item from the date that item is converted to an Instalment Plan until the item is paid in full.

We calculate interest charges on a daily basis by applying the Daily Instalment Percentage Rate to the Daily Instalment Balance of your Account.

■ **8.6 What happens if your Account has a positive balance?**

If your Account has a credit (positive) balance on any day, the Daily Balance for that day will be treated as zero.

■ **8.7 When we debit interest charges**

We debit interest charges that accrue during the Statement Cycle to your Account monthly, on the last day of the Statement Cycle.

■ **8.8 We won't pay interest on credit balances**

We won't pay interest on any credit (positive) balance of the Account.

Changes to the Annual Percentage Rates

■ **8.9 Your Annual Percentage Rates may change**

We can change an Annual Percentage Rate at any time without your consent. We'll notify you of changes to the Annual Percentage Rates in accordance with clause 17.

■ **8.10 You can find the current Annual Percentage Rates on our website**

You can find out the current Annual Percentage Rates by visiting our website ing.com.au or via the Mobile Application.

Interest rates applicable to your Account are also displayed on your statement of account.

9. Interest free period

General

■ 9.1 When we don't charge interest

We won't charge you any interest on Purchases shown on your statement of account if you paid the Amount Due on your previous statement in full by its Due Date.

Regaining interest free period

■ 9.2 How you can regain your interest free days

If you're not eligible for interest free days (see clause 9.1), you may regain the benefit of the interest free period at any time:

(a) if paying the Amount Due by the Due Date stated in the statement of account, by paying the Amount Due either by paying it in full, converting it to an Instalment Plan, or a combination of both; or

(b) if paying the Amount Due after the relevant Due Date stated in the statement of account, by:

(i) paying the Amount Due; and

(ii) clearing any other amount that has accrued to your Account since the end of the previous Statement Cycle, by paying it in full, converting it to an Instalment Plan, or a combination of both.

We won't charge interest on any Purchase made on or after the date on which this occurs, from the date of that Purchase until the Due Date stated in the statement of account for the Statement Cycle in which that Purchase was made.

Cash Advances

■ 9.3 You won't get interest free days for Cash Advances

Interest free days do not apply to Cash Advances.

10. Instalment Plans

■ 10.1 What is an Instalment Plan?

An Instalment Plan is a repayment plan designed to enable you to repay an amount of at least \$250, over a set term of your choice, at the Annual Instalment Percentage Rate.

Creating an Instalment Plan

■ 10.2 How do you set up an Instalment Plan?

Unless you're not permitted to create an Instalment Plan (see clause 10.3), you can set up an Instalment Plan by using the Mobile Application or Online Banking. You will be required to nominate an amount to add to an Instalment Plan (see clause 10.4).

■ 10.3 When you won't be able to create an Instalment Plan

You won't be able to create an Instalment Plan if:

- (a) the balance of your Account is more than the Credit Limit;
- (b) your Account is in arrears; or
- (c) you have given us a hardship notice in relation to your Account.

■ 10.4 What is the maximum amount you can add to an Instalment Plan?

We'll tell you the maximum amount you can add to the Instalment Plan, and you can select the amount you'd like to add to an Instalment Plan.

The maximum amount you can add to an Instalment Plan will be the total of the Closing Balance, plus any amounts debited to your Account but which have not yet appeared on a statement of account, less:

- (a) an amount that has already been added to an existing Instalment Plan;
- (b) any Instalment Plan Repayment;
- (c) any Cash Advance;
- (d) fees;
- (e) interest charges; or
- (f) any amount by which your Account is in arrears.

■ 10.5 What is the minimum amount you can add to an Instalment Plan?

The minimum amount you can add to an Instalment Plan is \$250.

■ 10.6 We'll confirm certain details with you before creating an Instalment Plan

Before we create an Instalment Plan you have requested, we'll tell you the:

- (a) value of the Instalment Plan (this is the amount you've added to the Instalment Plan and is also known as the 'principal' amount);
- (b) Annual Instalment Percentage Rate;
- (c) term of the Instalment Plan;
- (d) number and amount of monthly Instalment Plan Repayments due under that Instalment Plan;
- (e) total amount of interest that will be charged in respect of that Instalment Plan;
- (f) total amount (principal plus interest) to be repaid in respect of that Instalment Plan;
- (g) date on which the first Instalment Plan Repayment under that Instalment Plan is due; and
- (h) end date for the Instalment Plan.

We'll ask you to confirm these details, and the Instalment Plan will be created when you confirm them and agree to create the plan.

■ 10.7 How many Instalment Plans can you have?

You can have up to 10 Instalment Plans at any time. Each Instalment Plan may have a different term, Annual Instalment Percentage Rate, and monthly Instalment Plan Repayment amount.

■ 10.8 Does adding amounts to an Instalment Plan increase your Available Limit?

No. Adding amounts to an Instalment Plan does not increase your Available Limit.

Term of Instalment Plan

■ 10.9 You can select the term of an Instalment Plan

You can select the term for each Instalment Plan from a range of terms which we'll offer to you depending on the value of that Instalment Plan. The available terms for Instalment Plans range between 3 months and 7 years.

■ 10.10 When does the term of an Instalment Plan start?

The start date of an Instalment Plan will depend on whether

you're eligible for interest free days on your Account (see clause 9.1).

- (a) If you're eligible for interest free days, the term of an Instalment Plan will start on the Due Date shown in the statement of account for the Statement Cycle in which the Instalment Plan was created
- (b) If you're not eligible for interest free days, the term of an Instalment Plan will start on the date on which the Instalment Plan is created.

Changes to Instalment Plans

■ 10.11 You can change the term of an existing Instalment Plan

You may increase or decrease the term of an existing Instalment Plan at any time. This will change the amount of the monthly Instalment Plan Repayments due under that Instalment Plan starting from the next Statement Cycle.

The term of an Instalment Plan may be changed no more than three times over the first 2 years of the Instalment Plan.

The term of an Instalment Plan must not be increased beyond the maximum term that was originally available when that Instalment Plan was created, less the period that has already passed since the start date of the term of that Instalment Plan.

Cancelling an Instalment Plan

■ 10.12 What happens if you withdraw your request to create an Instalment Plan?

If you asked us to create an Instalment Plan but subsequently withdraw that request, we may cancel that Instalment Plan.

If we cancel the Instalment Plan on the day that it is created, the amount owing under that Instalment Plan will, on and from that day, form part of the Daily Revolving Balance.

If we cancel the Instalment Plan on any day after it is created, on and from the last day of the Statement Cycle in which the Instalment Plan is cancelled:

- (a) the amount owing under that Instalment Plan, including the interest that has accrued on it during the Statement Cycle, will form part of the Daily Revolving Balance;
- (b) interest will accrue on that amount at the Annual Revolving Percentage Rate; and
- (c) any interest free days applying to your Account will cease to apply.

Additional Cardholders

■ 10.13 Additional Cardholders have no authority in respect of Instalment Plans

Additional Cardholders cannot create, or make changes to, Instalment Plans.

11. Repayments

Repayments generally

■ 11.1 Overlimit Amounts

You must immediately pay us any Overlimit Amount.

■ 11.2 Your Minimum Repayment must be paid by the Due Date

You must pay the Minimum Repayment in respect of each statement of account by the Due Date. Late payment fees may apply if you don't.

If the Minimum Repayment includes any arrears (including any Overlimit Amount), you must pay those amounts immediately.

■ 11.3 Adding an amount to an Instalment Plan will reduce the Amount Due and the Minimum Repayment

If, between the date of a statement of account and the relevant Due Date of that statement of account, an amount is added to an Instalment Plan, the Amount Due will be reduced by the amount you added to the Instalment Plan and the Minimum Repayment will be recalculated accordingly.

■ 11.4 We'll automatically debit your Autopay Account each month

Your repayments are made by automatic debit from your Autopay Account. The amount of the repayment debited from your Autopay Account will vary according to whether you have chosen the Minimum Repayment Option (see clause 11.5) or the Amount Due Option (see clause 11.6).

■ 11.5 The amount we'll debit if you've selected the Minimum Repayment Option

If you have selected the Minimum Repayment Option, we'll automatically debit the amount of the Minimum Repayment, or any part of the Minimum Repayment which remains outstanding on the Due Date.

If the amount in your Autopay Account is less than the Minimum Repayment amount on the Due Date, then for the five days following the Due Date we'll attempt to debit the Autopay Account for the Minimum Repayment amount.

After this, if we have not been able to debit the Minimum Repayment Amount, then we'll automatically debit any amount available in your Autopay Account on each day until the Minimum Repayment amount is paid in full.

■ **11.6 The amount we'll debit if you've selected the Amount Due Option**

If you've selected the Amount Due Option, we'll automatically debit the Amount Due from your Autopay Account on the Due Date of each month.

If the amount in your Autopay Account is less than the Amount Due on the Due Date, then for the five days following the Due Date, we'll attempt to debit the Autopay Account for the Amount Due.

After this, if we have not been able to debit the Amount Due, then we'll automatically debit any amount available in your Autopay Account on each day until the Minimum Repayment amount is paid in full.

■ **11.7 Repayments must be AUD**

All repayments must be made in Australian dollars.

■ **11.8 You can't make repayments that cause your Account to have a positive balance**

You cannot make a repayment into your Account that would result in your Account having a positive (credit) balance. If you make such a payment, we'll decline to accept that payment and refund it to you.

■ **11.9 When we'll treat a repayment as being made**

We won't treat a repayment as having been made until we receive value for it.

Additional payments

■ **11.10 How to make additional payments**

You can make additional payments to your Account at any time by manual transfer to your Account from another eligible account you hold with us. We do not accept additional payments to your Account in any other way (such as payment from an account held with another financial institution or via BPAY).

■ **11.11 What happens if you've selected the Minimum Repayment Option and you make additional payments to your Account?**

If you have selected the Minimum Repayment Option and before the Due Date you make an additional payment to your Account which is equal to or greater than the Minimum Repayment, we won't debit any further amount from your Account on the Due Date for that month.

Different rules apply if you make additional payments on an Instalment Plan (see clause 11.19).

■ **11.12 What happens if you've selected the Amount Due Option and you make additional payments to your Account?**

If you have selected the Amount Due Option and before the Due Date you make an additional payment to your Account which is equal to or greater than the Amount Due, we won't debit any further amount from your Account on the Due Date for that month.

Different rules apply if you make additional payments on an Instalment Plan - see clause 11.19.

■ **11.13 You can tell us how you'd like additional payments to be applied to your Account**

When you make an additional payment to your Account, you can specify whether that payment is to be applied to an Instalment Plan or otherwise. The maximum amount that you can pay in respect of an Instalment Plan or other balance owing on your Account will be the amount owing under that Instalment Plan or other balance.

■ **11.14 How we'll apply your additional payments if you don't tell us how the payment is to be applied to your Account**

If you make an additional payment to your Account without specifying the Instalment Plan or other amount to which the payment is to apply, that payment will be applied in the order set out in clause 12.1.

■ **11.15 You won't be able apply an additional payment to an Instalment Plan if you're in arrears**

You won't be able to apply an additional payment to any Instalment Plan for as long as your Account is in arrears.

Adjustments to your balance

■ **11.16 When we'll adjust the balance of your Account**

We may adjust the balance of your Account, including backdating debits or credits or making corrections, to take into account any processing error, because a payment has been dishonoured, because there are refunds or corrections to your Account or otherwise so as to accurately reflect the legal position between you and us. Unless you request that any refund received be applied to any particular Transaction or

part of the balance of your Account, we'll apply that refund to any balance owing under your Account at our discretion.

■ **11.17 How we treat a reversal or refund of a fee or charge**
For the purposes of this clause 11, a reversal or refund of a fee or charge is not a payment to your Account.

Instalment Plans

■ **11.18 When your first Instalment Plan Repayment is payable**
If you're eligible for interest free days (see clause 9.1), the first Instalment Plan Repayment under an Instalment Plan will be due on the Due Date of the statement of account for the Statement Cycle following the one in which the Instalment Plan was created.

If you're not eligible for interest free days (see clause 9.1), the first Instalment Plan Repayment under an Instalment Plan will be due on the Due Date of the statement of account for the Statement Cycle in which the Instalment Plan was created.

Each subsequent Instalment Plan Repayment will be due on the Due Date of each successive statement of account until the expiry of the term of that Instalment Plan.

■ **11.19 You can repay any Instalment Plan early**
Amounts owing under any Instalment Plan may be repaid early, in full or in part, at any time by making a payment to the Instalment Plan via the Mobile Application or Online Banking. Early repayment of part, but not all, of an amount owing under an Instalment Plan won't reduce the amount of the Instalment Plan Payment that is next required to be made in respect of that Instalment Plan. Rather, it will reduce the amount owing under the Instalment Plan, and may reduce the term of the Instalment Plan.

12. How do we apply your payments?

■ **12.1 We'll apply payments in a certain order**
Unless you tell us otherwise (see clause 12.2), we'll apply payments to amounts shown on your last statement of account in the following order until the Closing Balance is paid in full:

- (a) first to amounts attracting the highest Annual Percentage Rate; and then
- (b) in descending order to amounts attracting the lowest Annual Percentage Rate; and then
- (c) to amounts to which an interest free period applies.

Payments are then applied to amounts that have been debited to your Account but have not yet appeared on a statement of account, in the same order described above.

■ 12.2 You can ask us to apply payments in a different order

You can ask us to apply a payment you make in a different order than set out in clause 12.1 (for example, this will occur when you ask us to add an amount to an Instalment Plan). We are not obliged to agree to any such request.

■ 12.3 What happens if you have more than one Instalment Plan?

If you have more than one Instalment Plan, we will apply payments made by you in the following order unless you have otherwise told us:

- (a) first to amounts attracting the highest Annual Instalment Percentage Rate; and then;
- (b) in descending order to amounts attracting the lowest Annual Instalment Percentage Rate; and then
- (c) to amounts to which an interest free period applies.

If you have multiple Instalment Plans and the same Annual Instalment Percentage Rate applies to your Instalment Plans, then the oldest Instalment Plan Repayment will be repaid first under your Account.

We reserve the right to determine how to apply any repayments made by you in the event that you have multiple Instalment Plans.

■ 12.4 Refunds, payments from us and release of pre-authorized Transactions

If we receive funds into your Account as a result of a refund, a payment from us or the release of a pre-authorized Transaction that would result in your Account having a positive balance, we'll credit that amount to your Account. At the end of that day, we'll transfer to your Autopay Account the amount by which your Account is in credit, less the amount of any Transaction that has been effected but not yet processed to your Account.

13. Fees explained

■ 13.1 Credit fees and charges and government charges

You must pay to us:

- (a) the credit fees and charges that are payable under this Contract at the times specified in the Credit Card Offer or otherwise required by this Contract or us; and
- (b) all government taxes, duties and charges relating to this Contract, your Account and its operation, whether or not you are principally liable for them.

■ 13.2 We'll debit fees and charges to your Account

We can debit these amounts to your Account and they will appear on your statement of account.

■ 13.3 You can get more information about fees and charges that may apply

Other fees may apply to specific services that you request. Information on our fees and charges is available on request, by visiting our website ing.com.au

■ 13.4 ATM fees

When a Visa Credit Card is used at an ATM you may incur ATM operator fees from the owner of the ATM. We may rebate some or all of these ATM operator fees. If we don't rebate an ATM operator fee you believe is eligible, call us on 133 464. We may modify, introduce a cap on, or discontinue ATM operator fee rebates at any time.

14. Statement of account

■ 14.1 When we'll issue you with a statement of account

Unless the law doesn't require us to, we'll provide you with a statement of account for your Account in each month where, during the Statement Cycle, there is any activity on your Account or there is a balance outstanding on your Account.

■ 14.2 How we'll provide a statement of account to you

Statements will be provided to you electronically or via Online Banking. We'll notify you when you have a new statement to view. We won't send you a physical statement of account unless you request us to do so.

■ 14.3 Requesting a statement of account

You, or an Additional Cardholder, may request us to send a statement of account at any time by calling 133 464.

■ 14.4 Tell us immediately if there are any errors or unauthorised Transactions

Please check your statements carefully and let us know immediately of any errors or unauthorised Transactions, or if you have any questions or queries. So that you can check your Account statements, you should keep copies of all vouchers, dockets, receipts and Transaction records.

15. Closing or cancelling access to the Account

■ 15.1 Cancelling a card, or placing a temporary hold on a card

You can:

- (a) cancel any Visa Credit Card under the Account at any time by calling us on 133 464; and
- (b) place a temporary hold on any Visa Credit Card under the Account at any time by calling us on 133 464 or through any of our Interactive Services.

■ 15.2 Additional Cardholders

Any Additional Cardholder can:

- (a) cancel their own Visa Credit Card at any time by calling us on 133 464; and
- (b) place a temporary hold on their own Visa Credit Card at any time by calling us on 133 464 or through any of our Interactive Services.

■ 15.3 How to close your Account (and terminate the Contract)

You can close your Account (and terminate the Contract) at any time by:

- (a) telling us that you'd like to do so; and
- (b) paying the outstanding balance of the Account in full, plus any amounts charged, accrued or payable but not yet debited to your Account (we'll let you know how you can do this).

■ 15.4 When we'll restrict or cancel access to your Account

We may restrict or cancel access to your Account, if:

- (a) you cease to hold an ING Orange Everyday Transaction Account;
- (b) you are in default;
- (c) you or an Additional Cardholder use a Visa Credit Card other than in accordance with clause 6.9;
- (d) you give us a hardship notice in relation to your Account or any other account you hold with us; or
- (e) there has been no activity on your Account and your Account has had no outstanding balance for the past 6 months.

■ 15.5 When we'll close your Account

We may close your Account if:

- (a) you cease to hold an ING Orange Everyday Transaction Account;
- (b) you are in default;
- (c) you or an Additional Cardholder use a Visa Credit Card other than in accordance with clause 6.9;
- (d) there has been no activity on your Account and your Account has had no outstanding balance for the past 6 months; or
- (e) you withdraw your agreement to receive notices and documentation by electronic communication.

■ 15.6 We may decide not to provide further credit or cancel Visa Credit Card

We may, at any time and without prior notice, whether or not you are in default and whether or not your Account is closed, decide:

- (a) not to provide you with further credit under the Contract;
and/or
- (b) to cancel any Visa Credit Card/s.

We'll only do so for good reason (for example, if we suspect fraudulent use of the Visa Credit Card or if it is necessary for compliance with anti-money laundering obligations) and will advise you if we do so.

■ **15.7 We'll notify you if we decide not to provide further credit**

If we notify you that we won't provide you with any further credit, but your Account is not closed (whether or not we have cancelled any Visa Credit Card):

- (a) no further credit will be provided under the Contract but your obligations under the Contract will continue until you pay us the outstanding balance of the Account in full (including any amounts charged, accrued or payable but not yet debited to your Account);
- (b) you must ensure that use of all Visa Credit Cards ceases immediately; and
- (c) unless you are in default and you are obliged to repay the entire outstanding balance of the Account pursuant to clause 16, you must pay the Minimum Repayments due each month, and statements for the Account will continue to be issued until the outstanding balance on your Account has been reduced to nil.

■ **15.8 What you'll need to do if we decide not to provide you with further credit or cancel a Visa Credit Card**

If your Account is closed or we decide not to provide you with further credit and/or to cancel any Visa Credit Card:

- (a) you must cancel any periodical debit authority operating in respect of the Account;
- (b) you must cut your Visa Credit Card in half, and take all reasonable steps to ensure that all other Visa Credit Cards are cut in half; and
- (c) you'll still be liable for any Transactions processed before and after your Visa Credit Card or that of any Additional Cardholder is cancelled, unless these Terms and Conditions provide otherwise.

■ **15.9 When we'll suspend or deny access to your Account**

We may at any time and without prior notice to you suspend or deny access to your Account by any or all means (including by capture of a Visa Credit Card at an EFT Terminal):

- (a) for security reasons;
- (b) if the Account is closed;

- (c) if you are no longer an ING customer; or
- (d) if we believe there may be a risk of loss to you or us; or
- (e) if we believe that you have conducted your Account in a manner that is not satisfactory to us, or for any other reason we reasonably consider appropriate.

16. What happens when you are in default?

■ 16.1 When are you in default?

You're in default if:

- (a) you fail to pay any amount payable under this Contract, on or before its due date;
- (b) the balance of your Account exceeds the Credit Limit;
- (c) there is a breach of clause 4.2, 6.9 or 13.1 of these Terms and Conditions or any material undertaking given to us at any time;
- (d) we reasonably believe that the information you have given us in relation to meeting the eligibility criteria set out in clause 4.1 is incorrect, misleading, or has changed so that you no longer meet the eligibility criteria;
- (e) you give us incorrect or misleading information in connection with this Contract;
- (f) we reasonably believe you have acted fraudulently in connection with this Contract;
- (g) you commit an act of bankruptcy;
- (h) you are convicted of a criminal offence;
- (i) you pass away or become incapable of managing your affairs;
- (j) we have reasonable grounds to believe that continuing this Contract with you would cause us to breach a relevant law or would represent an unacceptable level of risk for us, including where:
 - (A) we reasonably believe that you have migrated to a country that we determine is ultra high risk, given our obligations under anti-money laundering and counter-terrorism laws (for information on relevant countries, please contact us);

- (B) you fail to provide information or a document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency self-certification or any details necessary for us to verify your nationality in accordance with anti-money laundering and counter-terrorism laws); or
- (C) we reasonably form the view that you are 'high risk' given our obligations under anti-money laundering and counter-terrorism laws having regard to our obligation to consider the risks posed by your sources of funds and wealth, your business or employment, the countries in which you reside, the services we provide to you and the method through which you access those services and/or your status as a politically exposed person.

■ 16.2 What we'll do when you're in default

If you are in default, we'll send you a default notice telling you what the default is, what you have to do to remedy the default, and that you will have at least 30 days from the date of the notice to remedy the default. If you do not comply with a default notice, then at the end of the period stated in the default notice:

- (a) the balance of your Account, and any other amounts charged, incurred or payable but not yet debited to your Account, will become immediately due for payment;
- (b) we may commence proceedings against you for the amount described in clause 16.2(a) and exercise our rights under this Contract and at law; and
- (c) we may cancel all Visa Credit Cards issued under the Account and/or close the Account.

■ 16.3 You'll have the right to remedy your default

If we are required by law to give you notice to remedy your default, you will be deemed to have failed to remedy the default if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type.

■ 16.4 When we won't give you a default notice

If we reasonably determine that we were induced by fraud to enter into this Contract, or were unable to locate you after we have made reasonable attempts to do so, we won't be required to give you a default notice described in clause 16.2. The balance of your Account will become immediately due and payable and we may take any of the steps referred to in clauses 16.2(a) to 16.2(c) without notice.

■ 16.5 We may need to assess whether your default is material

Except where you are in default in the circumstances described

in clause 16.1(a), clause 16.1(b) or 16.1(c), we will not take any of the steps described in clause 16.2 unless we make an assessment (acting reasonably) that your default is material. We might consider your default to be material either by its nature or because it had, or is likely to have, a material impact on:

- (a) your ability to meet your financial obligations to us under this Contract
- (b) our credit risk or our ability to assess this risk; or
- (c) our legal or reputational risk.

■ **16.6 Your acknowledgement**

You acknowledge that, other than in respect of our obligation to comply with any relevant laws and to make an assessment as to whether your default is material under clause 16.5, there is no agreement, arrangement, or understanding between us that repayment will only be demanded on the occurrence or non-occurrence of a particular event.

■ **16.7 Anti-money laundering and counter-terrorism financing**

Notwithstanding any other rights we have, if you are in default in the circumstances described in clause 16.1(j) we may be required under anti-money laundering and counter-terrorism laws to:

- (a) collect further information about you;
- (b) disclose information relating to you or your account to Australian and overseas regulators and others;
- (c) stop, prohibit, delay, block or freeze transactions;
- (d) close your Account or deal with it in any way required by law; and
- (e) take other action required by law.

Enforcement expenses

■ **16.8 You'll need to pay enforcement expenses**

You must pay us all reasonable enforcement expenses we or our agents incur in exercising our rights because of your default under this Contract. We can debit these amounts to your Account and they are payable immediately.

■ **16.9 Interest charges**

Interest charges will apply to enforcement expenses until paid in full (see clause 8). These interest charges will apply at the Annual Revolving Percentage Rate whether or not an obligation to pay us an amount under the contract becomes merged in a court order or judgement.

17. Things change

We may change your Contract

■ 17.1 When we can change things without your consent

We can change this Contract (such as by varying an existing provision or adding a new provision) at any time without your consent for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including adding benefits or new features);
- (e) to respond proportionately to changes in the cost of providing the Account (including by changing interest rates); or
- (f) to make them clearer.

■ 17.2 What things can we change?

The types of changes we may make include:

- (a) imposing a new fee or charge;
- (b) changing the amount, frequency, or time for payment of a fee or charge;
- (c) changing the amount, frequency, time for payment or method of calculating any Minimum Repayments;
- (d) changing the way interest is calculated or debited;
- (e) changing an Annual Percentage Rate; and
- (f) reducing (but not increasing) your Credit Limit.

We'll give you notice of any changes

■ 17.3 We'll comply with our obligations

We'll give you notice of the change in accordance with any requirement of the National Credit Code, the Code of Banking Practice, the ePayments Code or any other code or law which may apply.

■ 17.4 How and when we'll give notice of a change

We'll give you:

- (a) notice of an increase in an Annual Percentage Rate by

writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;

- (b) notice by writing to you at least 30 days before we:
- (i) change the amount, frequency, the time for payment or method of calculation of any Minimum Repayments, including a change to any interest free period (which does not reduce your obligations or extend the time for payment);
 - (ii) increase your liability for losses relating to EFT Transactions;
 - (iii) introduce or increase fees or charges:
 - (A) relating to using the Interactive Services, the Visa Credit Card;
 - (B) for issuing an additional or replacement Visa Credit Card or Code; or
 - (C) for performing EFT Transactions;
 - (iv) impose, remove or change a daily or other periodic Transaction limit applying to use of an Access Method, Electronic Equipment or your Account, except where an immediate change is necessary to restore or maintain the security of the EFT System or to prevent systemic or individual criminal activity or fraud;
 - (v) change the frequency or time for payment of a fee or charge or the method of calculating or debiting interest; or
 - (vi) make any other change to the Contract which increases your obligations or reduces the time for any payment; and
- (c) at least 30 days' notice by writing to you or by newspaper advertisement if we make any change in fees and charges which does not reduce your obligations or extend the time for payment.

If we give you notice by newspaper advertisement, or if we make any change to fees and charges or Minimum Repayments which reduces your obligations or extends the time for payment, we'll provide you with particulars of any such change when your next statement of account is sent after the change takes effect.

18. Transaction limits

■ 18.1 We may limit the number or value of Transactions

At any time we may limit the number or value of Transactions which may be made on the Account, including on a periodic basis.

■ 18.2 We may change a limit

We may change any such limit at any time. If the limit is increased or removed, this may increase your liability for unauthorised Transactions.

■ 18.3 What limits apply to your Account?

The Transaction limits that apply to your Account are set out below.

Transaction	Limit
Visa payWave Transactions without a PIN	<ul style="list-style-type: none">■ Transactions under \$100 in Australia.■ Other limits may apply outside of Australia.
Cash Advances	<ul style="list-style-type: none">■ 10% of the Credit Limit, up to a maximum of \$500
BPAY payments	Set by the biller for individual BPAY payments. A biller with multiple biller codes may vary limits for each code. Limits may also depend on the type of account the payment is being made from (eg. a credit card).

■ 18.4 Limits may be imposed by others

Merchants and other financial institutions may impose additional Transaction limits.

19. Regular payment arrangements

■ 19.1 Authorising a regular payment arrangement

You or any Additional Cardholder can authorise a Merchant to debit amounts to your Account on a regular basis.

■ 19.2 What happens if your Card Details change?

If any Card Details change (for example, if your Visa Credit Card or any Additional Cardholder's Visa Credit Card is replaced after it is lost or stolen), the details of the new Visa Credit Card must be provided to any Merchant with whom an arrangement referred to in clause 19.1 has been made, in order to ensure that the arrangement continues.

■ 19.3 Can you change a regular payment arrangement?

To change or cancel any regular payment arrangement, the Merchant should be contacted at least 15 days prior to the next scheduled payment. Until such notice has been given, we are required to process the Transaction. If possible a copy of the change or cancellation request should be retained.

■ 19.4 What happens if the Merchant doesn't make the change?

Should the Merchant fail to act in accordance with these instructions, this should be raised with the Merchant first. If the Merchant refuses to change or cancel any regular payment arrangement in accordance with any notice, you or any Additional Cardholder can dispute the debits to your Account in accordance with the Chargeback provisions in clause 25.

■ 19.5 What should you do if your Account is closed?

If your Account is closed, all Merchants with whom a regular payment arrangement has been made must be advised of any new arrangements.

20. Our right to combine accounts

■ 20.1 We can combine your accounts with us

If you have another account with us, we have the right to combine your accounts. This means that we may transfer any credit balance of any other account you hold with us to your Account if it is in debit and vice versa. We may do this at any time and without prior notice to you, however we'll inform you if we have exercised this right.

21. Interactive Services

General

■ 21.1 What Interactive Services do we provide?

You, and any Additional Cardholder, may use our Interactive Services to access and perform Transactions on your Account. Our Interactive Services are made up of:

- (a) the Mobile Application;
- (b) Online Banking; and
- (c) Phone Banking.

■ 21.2 What can you do via the Mobile Application?

The Account is designed to be accessed and operated primarily via the Mobile Application. You can use the Mobile Application for a range of different functions, including to:

- (a) view the balance and available credit of your Account;
- (b) view all activity, including Transactions and Instalment Plans, on your Account;
- (c) view Additional Cardholders;
- (d) create, repay and cancel Instalment Plans;
- (e) make accelerated repayments;
- (f) place a temporary hold on your Visa Credit Card or the Visa Credit Card of any Additional Cardholder;

- (g) transfer funds to another account you hold with us (where the Account has a credit (positive) balance);
- (h) set the Autopay Account during activation of your Account; and
- (i) change your PIN.

■ 21.3 What can an Additional Cardholder do via the Mobile Application?

An Additional Cardholder can use the Mobile Application for a limited range of functions, including to:

- (a) view the balance and available credit of your Account;
- (b) view all activity, including Transactions and Instalment Plans, on your Account; and
- (c) change their PIN.

■ 21.4 What can you do via Online Banking and Phone Banking?

A number of the functions in clauses 21.2 and 21.3 may also be performed using Online Banking or Phone Banking.

■ 21.5 Certain actions can only be carried out via Phone Banking

Certain actions may only be carried out using Phone Banking. These Terms and Conditions specify where that is the case.

Accessing our Interactive Services

■ 21.6 Accessing our Interactive Services

To access our Interactive Services you will need your Client Number (which we will give to you when you first open an account with us) and an Access Code (which you will be able to select).

■ 21.7 Changing your Access Code

You can change your Access Code at any time by using our Interactive Services - to do so, you will need your Client Number and current Access Code, and may need to comply with our Enhanced Security Measures (this may include registering for SMS security codes).

If you have forgotten your Access Code, you can change it by using our Interactive Services and complying with our Enhanced Security Measures.

Using our Interactive Services

■ 21.8 When we'll follow your instructions

When using the Interactive Services instructions will be carried out if:

- (a) they're permitted by this Contract;
- (b) they are not prohibited by law; and
- (c) they comply with any directions we give on how to use the Interactive Services.

■ **21.9 When we won't follow your instructions**

We are not obliged to carry out any instructions through the Interactive Services if:

- (a) the instruction is not accepted by our system;
- (b) there is a technical failure of equipment, our system or outside our system which causes a delay in the transmission or acceptance of the instruction; or
- (c) your access to our Interactive Services is suspended.

■ **21.10 You authorise us to follow your instructions**

We have the authority to act on any instructions given to us using the Interactive Services in conjunction with the Client Number and Access Code of you or any Additional Cardholder. If it's not possible to carry out the instructions, we may seek further information from you before carrying out those instructions. When you, or any Additional Cardholder, give us instructions using our Interactive Services, those instructions cannot always be altered or stopped. You, and any Additional Cardholder, should take care to provide us with the correct instructions.

■ **21.11 Tell us if there are any delays or mistakes**

You should notify us promptly if you become aware of any delays or mistakes in effecting instructions made through the Interactive Services.

Enhanced Security Measures

■ **21.12 Additional security measures may apply**

When you provide us with certain instructions using our Interactive Services, for example when you apply to increase your Credit Limit, we may require you to comply with our Enhanced Security Measures. These measures are in place for both your protection and ours.

■ **21.11 What happens if you don't comply with any Enhanced Security Measure**

If you don't comply with any Enhanced Security Measure we require, you may be denied access to our Interactive Services or certain functionalities.

If you are unable to use our Enhanced Security Measures, please call one of our Customer Care Specialists to discuss alternative options.

Availability of our Interactive Services

■ 21.14 Open, 24/7

We'll try to ensure our Interactive Services are available 24 hours a day, 7 days a week.

■ 21.15 When we'll withdraw or deny access

We may temporarily withdraw or deny access to any Interactive Services without prior notice to you for repairs, maintenance or reasons of security.

■ 21.16 1, 2, 3 unsuccessful attempts

Access to the Interactive Services will be automatically denied after three unsuccessful attempts to enter the Client Number and Access Code of you or any Additional Cardholder. If this happens, access can be restored by contacting us.

■ 21.17 Things change

We can extend or reduce the information and range of services for our Interactive Services at any time without providing notice to you.

Accuracy of information

■ 21.18 Tell us if something looks wrong

If there's an error, inaccuracy or omission in relation to the Interactive Services and you advise us in writing, we'll try to correct the error, inaccuracy or omission. We'll advise when the problem is fixed.

Additional conditions for accessing our Website

■ 21.19 We're giving you a limited licence

When you use our Website, we grant you a limited licence to display on your computer or mobile device, print, download and use the underlying HTML, text, hyperlinks, information, content and transaction facilities made available on this site for your personal use and records only. You are not permitted to modify, alter, transfer, interfere with the working of, reverse engineer, remove, create, distribute, or pass onto or link to or from another website.

■ 21.20 We own our Website

Copyright in the Website is owned by us and all rights are reserved. Except as provided in the limited licence and any use permitted by the Copyright Act 1968 (Cth), no part of the material may be reproduced or provided to the public, in any form or by any means, without our written permission.

■ 21.21 Trademarks

The ING Bank or ING trademarks and devices are trademarks owned by ING Groep N.V. except as provided in the limited licence, no permission is given for the reproduction or publication of any trade marks on the Website by any person.

■ 21.22 When we are taken to receive an electronic message

For the purpose of any electronic communications which are sent to us via the Website or the Mobile Application, an electronic communication is not taken to be received by us until the email message enters our electronic mail box and is able to be opened in a readable form by us.

Suspension and termination of access

■ 21.23 When we'll suspend or terminate access

We can suspend or terminate access to any Interactive Service at any time:

- (a) if we suspect fraudulent use of the Interactive Service;
- (b) if suspension or termination is, in our view, necessary for compliance with anti-money laundering obligations; or
- (c) in the event of failure to comply with clause 21 of these Terms and Conditions.

Recording communications

■ 21.24 When we'll record communications

For accuracy, security and quality monitoring purposes, we can, at our discretion, record Phone Banking communications and make electronic copies or monitor any activities using Online Banking or the Mobile Application.

If we monitor communications for security reasons we'll let you know beforehand, unless we are prevented by law from doing so.

22. Account security

General

■ 22.1 Protect your security!

You, and any Additional Cardholder, must protect relevant Access Methods at all times to prevent unauthorised access to your Account. You, and any Additional Cardholder, must take care to ensure that Access Methods are not misused, lost or stolen and that, where an Access Method is a Code, the Code does not become known to anyone else.

■ 22.2 You'll be responsible

You are responsible for all instructions given to us using any Client Number and/or Codes that may be used to access your Account. We are not required to verify or authenticate the identity of a person supplying any such Client Number and/or Code before providing access to your Account or processing an instruction in respect of your Account. That's why it's important to keep all Codes secure and confidential.

Electronic Equipment security

■ 22.3 Protect the security of Electronic Equipment

You, and any Additional Cardholder, must take all reasonable steps to protect the security of your respective Electronic Equipment. Reasonable steps include:

- (a) for computer hardware and software, protecting the computer from viruses and maintaining passwords;
- (b) for a mobile device, setting screen lock passwords and ensuring that others do not have access to the use of the mobile device.

■ 22.4 Don't leave things unattended and log out when you're done

You, and any Additional Cardholder, should:

- (a) not leave any Electronic Equipment used to access Online Banking or the Mobile Application, unattended; and
- (b) log out of Online Banking and the Mobile Application at the end of each session.

Access Method security guidelines

■ 22.5 How you can keep your Access Method secure

This clause contains guidelines which you, and any Additional Cardholder, should follow to protect against unauthorised use of an Access Method. These guidelines provide examples only of security measures and won't determine your liability for losses resulting from any unauthorised Transaction. Liability for unauthorised Transactions will be determined in accordance with clause 24 of these Terms and Conditions and the ePayments Code.

■ 22.6 Visa Credit Card

To protect a Visa Credit Card

- (a) Sign the Visa Credit Card as soon as it is received.
- (b) Always keep the Visa Credit Card in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- (c) Never lend the Visa Credit Card to any person or permit any other person to use the Visa Credit Card.
- (d) When a Transaction is complete, remember to take the Visa Credit Card and the Transaction receipt.

■ 22.7 Card Details

To protect the Card Details

- (a) Do not give or tell the Card Details to anyone.
- (b) Use care to prevent anyone seeing the Card Details when entering them at Electronic Equipment.

■ 22.8 Code

To protect a Code

- (a) Where a Code is issued by us, memorise the Code when it is received and destroy our notice of the Code.
- (b) If given the option to select a Code, do not select a Code which represents a name, date, telephone number, car registration or anything else that could be associated with them, or a Code which has an easily retrievable combination (such as repeated numbers or letters).
- (c) Never tell or show a Code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- (d) Do not record a Code on the Visa Credit Card.
- (e) Do not keep a record of the Code (without making any reasonable attempt to disguise the Code) with any article kept with the Visa Credit Card or which is liable to be lost or stolen simultaneously with the Visa Credit Card.

- (f) Do not record the Code on a computer, telephone or mobile device or on one or more articles likely to be stolen simultaneously without making a reasonable attempt to disguise the Code.
- (g) Do not keep the Visa Credit Card and a Code together, for example in a bag or wallet, in a car or in the same piece of furniture.
- (h) Do not keep a record of the Code with any document containing the reference numbers for the Account, such as statements.
- (i) Be careful to prevent anyone else from seeing the Code being entered at Electronic Equipment and watch out for mirrors, security cameras or any means which enable other people to see the Code being entered.
- (j) Do not access our Interactive Services directly from a facility where the details entered may be recorded by a third party, e.g. a hotel telephone or a computer at an internet café.
- (k) If you or any Additional Cardholder suspect that someone else may know a Code or that an unauthorised person is using a Code, you or they should contact us immediately to arrange the selection of a new Code.

■ 22.9 What won't be secure

We do not consider the following to be reasonable attempts to disguise a Code:

- (a) recording the disguised Code on the Visa Credit Card;
- (b) disguising the Code by reversing the number sequence;
- (c) describing the disguised record as a Code record;
- (d) disguising the Code as a telephone number where no other numbers are recorded;
- (e) disguising the Code as a telephone number, postcode, amount or date with the Code in its correct sequence within the number;
- (f) disguising the Code using alphabetical characters, i.e. A=1, B=2, C=3 etc. or in any other easily understood code; or
- (g) recording the Code as a series of numbers or letters with any of them marked to indicate the Code.

You and any Additional Cardholder must not use any other form of disguise which is similarly unsuitable or such that another person can easily work it out.

Account Aggregation Services

■ 22.10 What if you want to use an Account Aggregation Service?

Some companies provide account aggregation services that allow you to view account information from different institutions on the one web page. To use an account aggregation service, you're usually required to give the service provider your account details and your Access Method. We don't endorse, promote or authorise the use of account aggregation services in connection with your Account or our Interactive Services. Please remember, if you disclose your Access Code to another person, you'll be liable for any transactions on your account(s) they make using that Access Method.

23. Loss, theft or unauthorised use of an Access Method

■ 23.1 Tell us if you think the security of a code has been compromised

As soon as you, or any Additional Cardholder, realise or suspect anyone else knows any of the Codes (including an Access Code or PIN), any Visa Credit Card or Access Method is lost, stolen or used without permission, or an unauthorised Transaction has been made on your Account, you or they must contact us immediately by calling 133 464 (or +61 2 9028 4077 when overseas).

■ 23.2 Reference details

We'll provide reference details to confirm that we have been alerted to the situation.

■ 23.3 You won't be liable for unauthorised Transactions in certain circumstances

If, for any reason, the telephone number above is not operational at the time notification is attempted, you won't be liable for any unauthorised Transactions which could have been prevented during that time, provided notification is made within a reasonable time of the telephone number becoming operational again.

24. Who's responsible for unauthorised Transactions?

■ 24.1 What happens if EFT Transactions are conducted without your knowledge or consent?

The following clauses relate to your liability for EFT Transactions on your Account carried out without the knowledge or consent of you or an Additional Cardholder.

■ 24.2 When you're liable

You are liable for all EFT Transactions on your Account carried out with your knowledge or consent or the knowledge or consent of an Additional Cardholder.

When you're not liable

■ 24.3 When you're not liable

You're not liable for losses arising from an unauthorised EFT Transaction:

- (a) that relates to any of your or any Additional Cardholder's original or reissued Codes, identifiers, Visa Credit Cards that are forged, faulty, expired or cancelled;
- (b) that arises from Transactions made through our Interactive Services or with a Visa Credit Card that require a Code, before the relevant Visa Credit Card or Code (including a reissued Visa Credit Card or Code) has been received by you or the Additional Cardholder;
- (c) that is caused by the fraudulent or negligent conduct of our employees, agents, those of companies involved in networking arrangements with us, or Merchants linked to the EFT System or their employees or agents;
- (d) that results from the same Transaction being incorrectly debited more than once to your Account by us;
- (e) that occurs after we have been notified that the security of a Code has been breached or a Visa Credit Card has been lost, stolen or used without permission;
- (f) if it's clear that neither you, nor any Additional Cardholder, have contributed to the losses;

- (g) that can be made using an identifier (a non-secret identifier such as your Account number) without a Visa Credit Card or Code; or
- (h) that can be made using a Visa Credit Card, or a Visa Credit Card and an identifier but which does not require a Code, unless there is an unreasonable delay in the reporting of the loss or theft of the Visa Credit Card.

When you'll have limited liability

■ 24.4 Your liability may be limited

If it's not clear whether you or any Additional Cardholder have contributed to the loss caused by an unauthorised Transaction that required one or more Codes, the amount of your liability will be limited to the least of:

- (a) \$150;
- (b) the actual loss at the time we're notified that the security of the Codes was breached or the Visa Credit Card has been lost, stolen or used without permission (limited by the applicable daily or periodic transaction limits over the relevant timeframe); and
- (c) the available balance of your Account when the unauthorised Transaction was made.

When you'll be liable

■ 24.5 You'll be liable if you contributed to the loss

If we can prove on the balance of probability that you or an Additional Cardholder contributed to the loss caused by the unauthorised Transaction:

- (a) through fraud;
- (b) by failing to comply with the Code Security Requirements;
- (c) where more than one Code is required to perform a Transaction and we prove:
 - (i) that the security of a Code for one or more Codes has been breached, but not all of the required Codes; and
 - (ii) we can prove on the balance of probability that a breach of security of a Code was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of the Code or Visa Credit Card or a breach of the Code Security Requirements. However, you won't be liable for any loss on any day, or in any

period, exceeding any applicable daily transaction limit for that day or period and you won't be liable for loss in excess of the Credit Limit.

■ 24.6 What happens if you leave a card in an ATM?

If you, or any Additional Cardholder, leave a Visa Credit Card in an ATM, you will be liable for all losses arising from unauthorised Transactions as long as the ATM incorporates reasonable safety standards that lessen the risk of the Visa Credit Card being left in the ATM (e.g. ATMs that capture Visa Credit Cards that aren't removed or which require a user to swipe and then remove a Visa Credit Card before commencing the Transaction).

Liability for unreasonably delaying notification

■ 24.7 Why it's important to tell us immediately if security of a code has been compromised

If we can prove on the balance of probability that you or an Additional Cardholder have contributed to a loss caused by an unauthorised Transaction by unreasonably delaying notification that the security of a Code or Visa Credit Card has been compromised after you or the Additional Cardholder became aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- (a) the time you or the Additional Cardholder first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time we are actually notified of the relevant event, however, you won't be liable for any loss on any day, or in any period which exceeds any applicable daily transaction limit, for that day or period, and you won't be liable for loss in excess of the Credit Limit.

Liability caused by equipment malfunctions

■ 24.8 You won't be liable for equipment errors, except where you knew of the error

You are not liable for any loss caused because the EFT System or Electronic Equipment accepted your instructions, or the instructions of an Additional Cardholder, but failed to complete the Transaction. However, if you or the Additional Cardholder were aware, or should have been aware, that the EFT System or Electronic Equipment was unavailable or malfunctioning, our responsibility will be limited to:

- (a) correcting errors in your Account; and
- (b) refunding any charges or fees imposed as a result.

■ 24.9 What we won't be responsible for

We're not responsible for:

- (a) errors, inaccuracies, interruptions, viruses or defects due to any system or equipment failing to complete a Transaction;
- (b) delays resulting from any network, system or equipment failing to support the Interactive Services or Visa Credit Card; or
- (c) any Interactive Services or Visa Credit Card system or equipment failing to complete Transaction instructions.

■ 24.10 What we'll do if we're responsible

If we're responsible, our liability is limited to the cost of re-supplying the service.

Liability for BPAY payments

■ 24.11 You won't be liable for unauthorised BPAY payments

If a BPAY payment is unauthorised or is made from your Account otherwise than in accordance with your instructions, we'll credit your Account for the payment amount.

If a BPAY payment is fraudulently induced by someone involved in the BPAY Scheme, then that person should refund you that payment. If that person doesn't refund the payment you have to bear the loss. That is unless some other person in the BPAY Scheme:

- (a) knew of the fraud; or
- (b) would have detected it with reasonable diligence.

In this case, that person must refund you the payment.

■ 24.12 We're not liable for indirect loss or damage

We're not liable for any indirect loss or damage you may suffer as a result of using the BPAY Scheme, unless we:

- (a) acted negligently; or
- (b) breached any condition or warranty in regard to the supply of goods or services, which can't be excluded or limited under law

■ 24.13 You indemnify us

You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- (a) didn't observe any of your obligations; or
- (b) acted negligently or fraudulently in regard to this Contract.

25. Chargebacks

■ 25.1 Our right to reverse a Transaction

We have the right under the Credit Card Scheme Rules to seek the reversal of a Transaction, involving a “Chargeback” or debiting of the Transaction to the Merchant’s account with its financial institution, in the circumstances provided for by those Rules.

■ 25.2 When we’ll claim a Chargeback right

We’ll claim a Chargeback right where one exists under the Credit Card Scheme Rules. We’ll use our best efforts to Chargeback a disputed Transaction for the most appropriate reason. This does not mean that the disputed Transaction will necessarily be charged back.

■ 25.3 The Merchant will need to accept the claim

The Merchant’s financial institution must accept the claim in order for any claim by you, or any Additional Cardholder, to be successful. If the Merchant’s financial institution rejects a Chargeback, we won’t accept that rejection unless we are satisfied that the rejection is reasonable and is consistent with the Credit Card Scheme Rules.

■ 25.4 You should report a disputed Transaction as soon as you can

You or an Additional Cardholder should make every effort to report a disputed Transaction to us within 30 days of the date of the statement of account which contains that Transaction, so that we may reasonably ask for a Chargeback where that right exists.

■ 25.5 What could happen if you don’t report a disputed Transaction or don’t provide information requested

Failure by you or an Additional Cardholder to report a disputed Transaction, charge, refund or payment, and to provide any additional information required within this timeframe could affect our ability to claim a Chargeback right (if any) under the Credit Card Scheme Rules and result in you being liable for the amount of that Transaction, charge, refund or payment. These rules impose time limits on reporting disputed Transactions, charges, refunds or payments. In certain circumstances where the ePayments Code applies there may be no set time limit for reporting a disputed Transaction.

■ 25.6 Chargeback rights do not apply to BPAY payments

The chargeback rights described in clauses 25.1 to 25.5 do not apply in respect of BPAY payments made from your Account.

26. Privacy

We have a general duty under the Privacy Act and the Code of Banking Practice to keep information we hold about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you or where you agree to us disclosing your information).

At ING, we are committed to ensuring the confidentiality and security of your personal information.

We are bound by the Privacy Act 1988, including the Australian Privacy Principles (APPs) set out in that Act, to guide us in our responsible handling of your personal information.

This Privacy Statement provides an overview of the key aspects of our Privacy Policy.

You can review the ING Privacy Policy on our website or request a copy by either calling or writing to us.

Collection of your personal information from you or other sources

Ordinarily, we'll collect most personal information about you directly from you.

Occasionally we may need to obtain personal information about you from a third party, but only if you've consented to us collecting the information in this way or you would reasonably expect us to collect the information about you in this way.

We'll collect personal information to provide you with information about a financial product or service; to assess your application and eligibility for a financial product or service; to provide you with the financial products and services that you've requested; to administer our relationship with you; and to communicate with you about ING and the products and services we offer, and then only when it's necessary for, or related to, these purposes.

We'll also need to collect personal information necessary to comply with our legal and regulatory obligations, including to identify customers for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, to determine and report in respect of your Foreign Tax Residency Status, and to satisfy our responsible lending obligations under the National Consumer Credit Protection Act 2009.

If you don't provide the personal information that we request, we'll generally not be able to provide you with ING products or services.

Use and disclosure of your personal information

The general rule is that we won't use or disclose your personal information other than for the purposes stated at the time of the collection. If we want to use your personal information for another purpose, we'll seek further consent from you, unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

It may be necessary for ING to disclose your personal information to certain third parties in order to assist us in providing, managing and administering your products or services or for other related purposes. These include:

i Other financial institutions

Other financial institutions, such as banks, credit unions and building societies, in order to set up and manage your account and manage banking transactions.

ii Other organisations

Other ING Group entities and third parties, such as:

- ING Group companies in order to service other ING products you may have within the Group and portfolio analysis;
- ING Group entities located in the countries specified on our website for account administration, security purposes or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- government bodies and agencies, such as the Australian Taxation Office, in order to satisfy legal and regulatory requirements;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- organisations undertaking reviews of the integrity of our operations, including the completeness of our information;
- authorised organisations providing services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- our solicitors, valuers and insurers;
- credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other

information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information; and

- any person acting on your behalf including mortgage intermediaries, your financial adviser, power of attorney, solicitor or accountant.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

Access to your personal information

You may request access to limited amounts of personal information that we hold about you - such as your address - by calling us on 133 464. For a more detailed request for access to information that we hold about you, you will need to write to the ING Privacy Officer at GPO Box 4094, Sydney NSW 2001. Please note that requests for access to your personal information may only be made by you and we'll require you to verify your identity to our reasonable satisfaction. Depending on the nature and/or volume of the information that you request, an access charge may apply, but not to your request for access itself.

Marketing

We, or other ING Group entities, may provide you with further information about ING Group products and services unless you tell us not to. You may elect not to receive further information about us or ING Group products and services by contacting us online, calling or writing to us. If you have provided an email address to us, we may contact you using that email address, including to provide you with information about ING or our products.

Updating your personal information

Although we take reasonable steps to ensure that your personal information is accurate, up-to-date, complete,

relevant and not misleading, we primarily rely on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:

- updating your details by logging in to online banking followed by 'My Personal Details'; or
- contacting us by phone with your Client Number ready.

Complaints

ING is committed to resolving your privacy complaint as quickly as possible and has procedures in place to help resolve any problems or complaints efficiently. For more information on how to make a complaint, see our complete Privacy Policy under "Making a privacy complaint".

How to contact us

If you have any further questions about privacy at ING please contact us by:

- calling 133 464
- emailing customer.service@ing.com.au
- writing to:
ING Privacy Office
GPO Box 4094
Sydney NSW 2001

Our privacy statement may be updated from time to time as we strive to improve the standard of service we provide to you.

Credit Information

You consent to our collection, retention, use and disclosure of your personal information as outlined in this privacy statement, you agree that ING and any other financier who at any time provides or has an interest in the credit, can, subject to that party's obligations under the Privacy Act and the Privacy (Credit Reporting) Code, do any of the following at any time:

i. Commercial credit information

Collect and use any commercial credit information from a business that provides commercial credit worthiness information and use that information to assess an application for consumer credit or commercial credit.

ii. Consumer credit information

Collect and use any consumer credit information from credit reporting bodies and use that information to assess an application for consumer credit or commercial credit.

iii. Collection of overdue payments

Collect and use a credit report provided by a credit reporting body to collect overdue payments.

iv. Provide information to mortgage insurer

Disclose information to a mortgage insurer to assess the risk of providing mortgage insurance or to assess the risk of default.

v. Exchange of information between credit providers

Collect, use or disclose to another credit provider (including without limitation any other credit provider who has lent money on the same security) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.

vi. Exchange of information with introducers

Collect any consumer or commercial credit information from, or disclose that information to; any introducer, financial consultant, accountant, lawyer, or intermediary (including any introducer mentioned on the front page of the application form) acting in connection with any financing provided.

vii. Provide information to credit reporting bodies

Disclose to a credit reporting body consumer or commercial credit-related information as permitted by the Privacy Act and Privacy (Credit Reporting) Code, including for the purposes of conducting research in relation to credit. The information may include, but is not limited to, identity particulars; the fact that credit has been applied for and the date on which the account is opened, the amount and type of credit and the applicable terms and conditions; repayment history information; the fact that the lender is a current credit provider; in specified circumstances payments which become overdue more than 60 days, and for which action has been commenced; advice that payments are no longer overdue; in specified circumstances our opinion that there has been a serious credit infringement; and the credit provided has been paid, discharged or the account is otherwise closed and the date on which this occurs.

viii. Provide information for securitisation

Disclose any report or personal information to another person in connection with funding financial accommodation by means of an arrangement involving securitisation.

ix. Provide information to guarantors

Disclose information to any person who proposes to guarantee or has guaranteed repayment of any credit provided.

x. Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information and personal information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding the approval or management of your loan - for example if a complaint is lodged about any mortgage broker or lender who dealt with your loan.

xi. Authority in relation to a mortgage insurer

You also agree that this authority applies to any mortgage insurer, who may have to use any personal information they collect in order to assess whether to insure the risk of providing mortgage insurance or to assess the risk of default, as well as for other internal management and risk purposes.

Our website includes information about credit reporting, including details of the credit reporting bodies that we deal with, what information we provide to credit reporting bodies (including if you fail to meet your payment obligations or commit a serious credit infringement) and what information credit reporting bodies provide to other credit providers, your right to request credit reporting bodies not to use your credit reporting information for the purposes of direct marketing and information about your right to initiate a 'ban period' in cases of actual or suspected identity fraud. You can access this information at <http://www.ing.com.au/privacy.htm> or you can call us to obtain a hard copy.

27. R.E.S.P.E.C.T (your complaints and concerns)

We believe you're entitled to efficient, honest and fair treatment in your dealings with us, especially if something goes wrong. If we can improve our service we welcome your feedback. If you have any issues, suspect an error, or have any concerns about your Account, we genuinely want to help resolve them.

What to do if there is a concern

■ 27.1 We're all ears

You should call us straight away on 133 464 (or +61 2 9028 4077 when you're overseas) if there is:

- a suspected error on your Account, including a statement of account; or
- any other problem concerning your Account or our Interactive Services.

Details of your concern

■ 27.2 You can tell us in writing

If we require details of the concern or complaint in writing, or confirmation of some of the information in writing, please address it to:

ING – Complaints Resolution

GPO Box 4094

Sydney NSW 2001

or

customer.complaints@ing.com.au

■ 27.3 Tell us the details

To help us resolve the concern or complaint it's important to give us all the relevant information, such as:

- **Account information:** your Account name and number.
- **Contact details:** a phone number (and preferred contact times), or other contact details.
- **Detailed information:** what the concern is about and when it happened.

- **Resolution:** how the concern or complaint could be resolved.

Once we receive everything, we'll be able to investigate the concern or complaint and work towards a resolution.

■ 27.4 When you should provide the details

Unless there are exceptional circumstances, you should provide us with the information we request within 30 days.

Escalating a concern

■ 27.5 When we'll escalate your concerns

If we're unable to resolve the concern or complaint at the first point of contact it can be escalated for further review. Alternatively, we may need to escalate complaints that are complex or need more detailed investigation.

■ 27.6 We'll keep you updated

We have a formal process for managing escalated complaints. Once a complaint has been escalated, we'll provide updates on its progress. We'll be in contact if we need more information to help with our investigation.

What we'll do if you have a complaint

■ 27.7 We'll tell you the outcome of our investigation within 21 days

Within 21 days of receiving the relevant details of a complaint that relates to a default notice or a matter under the ePayments Code, or within 45 days of receiving details of any other type of complaint, we'll let you know in writing:

- the outcome of the investigation;
- that we need more time to complete our investigation; or
- that we are awaiting further information.

■ 27.8 We'll tell you if our investigation will take longer to complete

If there are exceptional circumstances where we can't complete the investigation within 21 days where your complaint relates to a default notice, or within 45 days for any other complaint, we'll:

- advise of the reasons for the delay;
- give monthly updates; and
- advise when a decision can reasonably be expected, unless we are waiting for a response from you.

■ 27.9 We'll inform you of the outcome of our investigation

Once we've completed our investigation we'll confirm the outcome and the reasons for that outcome.

■ 27.10 What happens if your Account has been incorrectly charged or debited?

If we find that your Account has been incorrectly charged or debited, we'll adjust your Account accordingly, including interest and charges, and advise in writing the amount of the adjustment.

■ 27.11 We'll provide reasons and evidence if we think you're liable

If, in our view, you're liable for at least part of the amount of the Transaction that is subject to dispute, we'll:

- (a) make available copies of any documents or other evidence relevant to the result of the investigation; and
- (b) advise in writing whether our investigations revealed any EFT System or Electronic Equipment malfunction.

■ 27.12 When we'll be liable

If we fail to observe the provisions of this clause 27 or the requirements of the ePayments Code for handling disputes, allocating liability or communicating the reasons for our decision, and our failure contributes to our decision or delays the resolution of the complaint, we may be liable under the ePayments Code for all or part of the amount of the disputed Transaction.

■ 27.13 Different time limits apply under the Credit Card Scheme Rules

If we decide to resolve a complaint by exercising our rights under the rules of the Credit Card Scheme Rules, then different time limits to those set out above may apply. We'll inform you in writing of those time limits and when to expect a decision. We'll also suspend your obligation to pay any amount which is the subject of the complaint and any related charge until your complaint has been resolved.

Who else to contact

■ 27.14 Our external dispute resolution body

In the unlikely event that a complaint cannot be resolved directly with ING, you can seek assistance from the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent dispute resolution service. AFCA can be contacted by:

- calling **1800 931 678**;
- going to afca.org.au;
- writing to info@afca.org.au

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001.

28. General information

Notices

■ 28.1 How we'll send notices to you

We may send you any notice or document by any means permitted by law, including by personal delivery, sending it by fax or sending it by post to your last address known to us.

■ 28.2 How we'll serve documents in court proceedings

You agree we may serve any document in court proceedings (including documents to commence the action) on you by:

- posting it to your last address known to us;
- leaving it at your last address known to us; or
- sending it by email to your nominated email address, or where no email address has been nominated, your last email address known to us.

■ 28.3 When a notice or document is taken to be received

A notice or document will be deemed to have been received by you:

- if left at your address, on the date delivered or the date it bears, whichever is the later;
- if sent by fax, on the date it bears or the date the transmitting machine reports it was sent, whichever is the later; and
- if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later.

■ 28.4 Electronic communication

Notices and documents may also be provided to you electronically, by electronic communication to your nominated electronic address, or making it available for a reasonable period of time on our Website after first notifying you by electronic communication to your nominated electronic address that the information is available for retrieval.

■ 28.5 When an electronic communication is taken to be received

Where we communicate with you by electronic communication, the communication will be deemed to have been received by you when the electronic communication enters your or your internet service provider's information system.

■ 28.6 Email communication

It is a condition of the Account that you agree that we may send you notices electronically (including by email). This means:

- we don't have to give you paper documents, unless required to do so by law;
- you should regularly check your emails for notices (if you've agreed to receive notices by email);
- you may withdraw your consent to the giving of notices electronically at any time (but if you do so, we may close your Account); and
- you can change your nominated email address.

■ 28.7 Who can sign a notice on our behalf

A notice may be signed by any of our employees, solicitors or agents on our behalf. The notice will be deemed to be validly served even if you don't receive it.

■ 28.8 To which address can you send a notice to us?

You may give us notice by email, personal delivery, fax or by post to the address stated in the Credit Card Offer.

■ 28.9 Your liability

If, in reliance on notices we receive from you, you or we suffer loss or damage because your instructions were:

- in error;
- a result of fraud; or
- unclear, illegible or not accurate, you'll be liable for any such loss or damage.

Governing law

■ 28.10 Which laws govern this Contract?

This Contract is subject to the laws of the State or Territory in which you reside when this Contract is entered into.

You submit to the jurisdiction of the courts of the Australian State or Territory whose laws apply to this Contract and the proper jurisdiction of any other court.

Consumer credit legislation

■ 28.11 Compliance with the National Credit Code

If:

- (a) the National Credit Code would otherwise make a provision of this Contract illegal, void, or unenforceable; or
- (b) a provision of this Contract would otherwise contravene

a requirement of the National Credit Code or impose an obligation or liability which is prohibited by that Code, this Contract is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

■ **28.12 Inconsistency**

If the National Credit Code is inconsistent with this Contract, that Code overrides this Contract to the extent of the inconsistency.

■ **28.13 Only applies to this Contract**

Clauses 28.11 and 28.12 only apply to the extent that the National Credit Code applies to this Contract.

■ **28.14 Severability**

Subject to clauses 28.11 and 28.12, any provision of this Contract that is illegal, void or unenforceable shall be ineffective only to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions of this Contract.

Assignment

■ **28.15 Our rights**

We may assign or otherwise deal with our rights under this Contract in any way we consider appropriate. You must sign or do anything we reasonably require to enable us to do this. You agree that we may disclose any information or documents we consider desirable to help us exercise this right.

■ **28.16 Your rights**

Your rights are personal to you and may not be assigned without our written consent.

Your warranties

■ **28.17 You say that information you've provided is true and correct**

You warrant that all representations you make and all information and documents you, or another person acting with your knowledge or permission, give to us in connection with this Contract are true and correct. You acknowledge that we have relied upon the accuracy of those representations, information and documents in entering into this Contract and will continue to do so in dealing with you.

Code of Banking Practice

■ 28.18 We're subscribers

We subscribe to the Code of Banking Practice. If you are an individual, or a small business at the time this banking service is provided, that Code will apply to the Contract. You can ask us for a copy of the Code of Banking Practice, or download it at <https://www.ausbanking.org.au/code/banking-code-of-practice/>

■ 28.19 You can ask for information

We'll give you, on request, general descriptive information concerning our banking services, including information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you're in financial difficulty and the advisability of you reading the Terms and Conditions that apply to your Account. We'll also give you, on request and when you open an account with cheque access (if applicable), general descriptive information on cheques and cheque access.

ePayments Code

■ 28.20 We're subscribers

To the extent that the ePayments Code applies to Transactions made under this Contract, we warrant that we'll comply with the requirements of the ePayments Code.

When we may act

■ 28.21 We'll do things on Business Days

If we're obliged to act on a day that's not a Business Day, we may act on the next Business Day.

Rewards program

■ 28.22 Terms aren't set out here

If a rewards program applies to your Account, the terms and conditions of that rewards program will be set out in a separate document.

Change of name and address

■ 28.23 Tell us of changes

You need to let us know when any of the following changes for you:

- your name;
- email address;
- mobile phone number; or
- mailing or residential address.

■ 28.24 We'll need evidence of name changes

We'll need a certified copy of evidence satisfactory to us for any name change.

Change of Foreign Tax Residency Status

■ 28.25 Has your status changed?

If you believe that there has been a change to your Foreign Tax Residency Status, you need to let us know within 30 days.

■ 28.26 We'll need evidence

We may require you to provide additional information, documentation and certification regarding your Foreign Tax Residency Status. If you don't provide any information we reasonably request by the time we require it, we may seek the information from a third party.

Other

■ 28.27 Tell us if you won't be able to comply with this Contract

You must let us know if anything affects your ability to comply with this Contract.

■ 28.28 We'll fill in the blanks

You agree that we may fill in any blanks in any document related to this Contract.

■ 28.29 Benefits payable in respect of your Account

We and other persons may pay or receive commissions, fees or benefits in connection with your Account.

■ 28.30 No right to set-off or counterclaim

You must not reduce or seek to reduce your liability to us under this Contract by claiming that you or any other person has a right of set-off or counterclaim against us (except to the extent that you have a right of set-off granted by law which we cannot exclude by agreement). We may set off any amount we owe you against any amount you owe us.

■ 28.31 Remedies

Our rights and remedies under this Contract are in addition to other rights and remedies provided by law independently of it.

■ 28.32 We can refuse to give consent

At any time, we may exercise a right or remedy or refuse to give our consent in any way we consider appropriate including by imposing conditions.

■ 28.33 We may waive our rights

We may waive any of our rights under this Contract. If we choose not to enforce our rights in a particular instance, our rights under this Contract do not change.

■ 28.34 How we'll exercise our rights

Our rights and remedies under this Contract may be exercised by any of our employees or any other person we authorise.

■ 28.35 We're not liable for loss

We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

■ 28.36 We'll give you a certificate

We may give you a certificate about a matter or about an amount payable in connection with this Contract. The certificate is sufficient evidence of the matter or amount unless you show evidence proving it is incorrect.

■ 28.37 You'll need to provide documents and information on our request

You must provide us with any document or information we reasonably require in relation to this Contract as soon as possible after we ask for it.

29. Information statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of you and ING. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ING and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

ING must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before-

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ING, you must be given a copy to keep. Also, ING must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if ING has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to ING and ask for one. ING may charge you a fee. ING has to give you a copy-

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to ING so long as-

- you have not obtained any credit under the contract; or

- a card or other means of obtaining credit given to you by ING has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay ING the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to ING at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

ING must give you the statement within 7 days after you give your request to ING. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits ING to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example-

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 30 days advance written notice for -
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by ING;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to ING. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931

678, by going to www.afca.org.au or by writing to info@afca.org.au or Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au

General

10. What do I do if I can not make a repayment?

Get in touch with ING immediately. Discuss the matter and see if you can come to some arrangement. You can ask ING to change your contract in a number of ways-

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

11. What if my credit provider and I can not agree on a suitable arrangement?

If ING refuses your request to change the repayments, you can ask ING to review this decision if you think it is wrong.

If ING still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, BY GOING TO WWW.AFCA.ORG.AU OR BY WRITING TO INFO@AFCA.ORG.AU OR AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

At your service



Visit

ing.com.au



Call

133 464 – 24 hours a day, 7 days a week



Mail

GPO Box 4094
Sydney NSW 2001



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