



GE CreditLine™
REPEAT PURCHASE & CASH CARD

Conditions of Use



WU8

Make it possible™ - GE CreditLine®

WU8
(06/10)

Booklet No.

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CONDITIONS OF USE

This document does not contain all of the precontractual information we are required by law to give you. Further terms and conditions are in the **Financial Table** and the Other Information provided with it. We strongly recommend that you read these Conditions of Use, the **Financial Table** and Other Information carefully and ensure that any additional cardholder does so. If you have any questions, please contact us.

1. MEANING OF TERMS

In this **contract**:

- **“account”** means any account we open in your name for the purposes of this **contract**.
- **“additional cardholder”** means a person issued a card under 16.
- **“advance”** includes our payment to persons in accordance with your directions, into a bank account in your name, by cheque in your favour (whether pursuant to your direction or otherwise), by way of a **balance transfer** or **cash/EFTPOS advance** to you or in respect of a purchase made under a **promotional offer** or other **purchase** made by you using the **account**.
- **“balance”** means the difference between all amounts credited and all amounts debited to the **account**.
- **“balance reference day”** means either:
 - (a) the last day of any **statement** period; or
 - (b) the second last day of any **statement** period, determined solely at our discretion.
- **“balance transfer”** means a transaction under which you ask us to debit the **account** with an amount you specify and to pay that amount to us or another card issuer or financial institution for the credit of your specified account with us or that card issuer or financial institution.
- **“balance transfer offer”** has the meaning given to it in 18.1 (d).
- **“BPAY payment”** means a **payment** from your account made through **BPAY scheme**.
- **“BPAY scheme”** means the payment scheme promoted by BPAY Ltd ABN 69 079 137 518.
- **“card”** means any card or additional card issued under this **contract**.
- **“cardholder”** means a person to whom a **card** has been issued (including you) and each person using the **account** with their express or implied consent.
- **“cash/EFTPOS advance”** means cash obtained in any manner (except **balance transfers**), any transaction (including the purchase of goods or services) made using **EFTPOS** and any **BPAY payment** where the Online Service Centre terms

and conditions state that the transaction is to be treated as a cash advance (in each case, including an advance from a credit balance on the **account**).

- **“cash/EFTPOS limit”** means the maximum amount of credit by way of **cash/EFTPOS advances** and related fees and interest and is equal to the credit limit unless a different cash/EFTPOS limit is notified to you from time to time.
- **“contract”** means these Conditions of Use and the **Financial Table** and the Other Information provided in the same document as the **Financial Table**.
- **“credit fee and charge”** means the credit fees and charges set out in the **Financial Table** or advised to you under 15.
- **“EFTPOS”** means any electronic funds transfer at point of sale.
- **“Electronic Transaction Terminal”** means any terminal or device in which you can use your **card** and **PIN**.
- **“expired”** means, in relation to any **promotional offer**, a **promotional offer** for which the term has ended due to the passing of time or which has been ended earlier in accordance with 14.4.
- **“Financial Table”** means the Financial Table provided to you with these Conditions of Use.
- **“own-it-now promotion”** has the meaning given to it in 18.1 (e).
- **“insurance premiums”** means premiums debited to the **account** in relation to any insurance taken out by you through us.
- **“buy now pay later promotion”** has the meaning given to it in 18.1 (a).
- **“interest free promotion”** has the meaning given to it in 18.1 (b).
- **“low interest start up promotion”** has the meaning given to it in 18.1 (c).
- **“minimum monthly payment”** means the amount calculated under 11.2.
- **“Online Service Centre”** means the Internet based service provided by us that allows you to access your **account** as described in the Online Service Centre terms and conditions.”
- **“PIN”** means the personal identification number which has been selected by you or any **additional cardholder** or which has been allocated to you by us, for use with your **card** in any **Electronic Transaction Terminal**.
- **“promotional offer”** means each of the promotions described in 18.1 (a) to (f).
- **“promotional offer term”** has the meaning given to it in 18.1.
- **“purchase”** means an **advance** that relates to a purchase of goods or services, but excludes any **balance transfer** or **cash/EFTPOS advance**.
- **“statement”** means a statement of account we issue to you under 7.

- “**unauthorised transaction**” means any transaction made without your knowledge or consent.

In addition:

- “we”, “us” and “our” means GE Finance Australasia Pty Ltd (ABN 88 000 015 485) trading as GE Money and its successors and assigns.
- “you” means the person named as the applicant for the account and includes your successors and assigns, and “your”, “I” and “my” have corresponding meanings.

2. WHEN AM I BOUND BY THE CONTRACT?

2.1 If you apply directly to us to open the **account**, you are bound by the **contract** when you or any **additional cardholder** uses the **account** to access or drawdown credit to incur a liability on the **account** (whichever is the first to occur) or activate your **card**. Using the **account** includes requesting a **balance transfer** by specifying to us the relevant account details for the **balance transfer**.

2.2 If you apply to open an **account** with us at a merchant’s premises, the **contract** is subject to completion of:

- the details of the credit limit and applicable annual percentage rates in the **Financial Table** before your acceptance of our offer; and
- the **account** being opened by us.

3. CREDIT LIMIT

3.1 The initial credit limit is set out in the **Financial Table**. We may reduce the credit limit without your consent at any time. We may also increase the credit limit in any way permitted by law.

3.2 If the **balance** of your **account** exceeds the credit limit, you must make a repayment to bring the **balance** within the credit limit immediately.

4. USING YOUR ACCOUNT

4.1 You may use your **account** to obtain **advances** from us for any purpose that is wholly or predominately personal, domestic or household expenditure.

4.2 We may refuse to let you use your **account** or your **card** if:

- (a) we have not received all information and documents we require about you; or
- (b) that use would result in you exceeding the credit limit; or
- (c) you are in default under this **contract**; or
- (d) your **card** has not been signed or has been reported lost or stolen or has expired; or
- (e) an **Electronic Transaction Terminal** malfunctions or is unavailable for use as described in 6.5 or 6.6; or

(f) if there is any applicable law that requires us to do so.

In any of these circumstances, and in the circumstances specified in 17.2 with respect to a **balance transfer**, access to your **account** may be denied or withdrawn without prior notice to you.

- 4.3 A **card** can be used to access your **account** and obtain credit from us for cash and to pay for all or part of the price of goods or services from merchants or other institutions (“suppliers”) approved by us. We may approve any request for an **advance** whether that request is made in writing, by telephone or by any other means.
- 4.4 Unless fraud or negligence is apparent, you agree that an amount shown on a sales voucher or other transaction record is conclusive evidence of the price of the goods or services or the amount of the **advance** to which that voucher or transaction record relates. You agree that 4.4 applies regardless of whether the voucher or other evidence is signed by you. In addition, if a **card** is used in conjunction with the relevant **PIN** in relation to any transaction, we will assume that the transaction has been made by you.
- 4.5 Your **account** will be debited with, and you agree to pay to us:
- (a) the amount of each **advance**;
 - (b) interest calculated under 9;
 - (c) fees and charges described in 10; and
 - (d) any other amounts owing under the **contract**.
- 4.6 You may be required to produce identification when using your **card**.
- 4.7 Suppliers may impose additional restrictions on the use of your **card**. We are not responsible for any decision by any suppliers not to accept your **card** or to impose any such restrictions.
- 4.8 We are not responsible for any defect or deficiency in respect of any goods or services that you obtain from a supplier using your **card** (for example, we do not give any warranty in respect of the quality of goods or services, or their fitness for any purpose), except as required by law.
- 4.9 Any refund to you by a supplier is a matter for agreement between you and the supplier only. We are not responsible for any refund except as required by law. If any supplier gives you a refund, we will only credit your **account** when we receive a properly completed refund instruction from the supplier.
- 4.10 A daily limit may apply to the amount of cash you may withdraw from your **account**. This limit will be separately notified to you. In addition to this limit, withdrawal of cash from your **account** is subject to your available credit limit and **cash/EFTPOS limit** (if applicable). We may increase or reduce the daily limit at any time at our discretion

and without your consent.

- 4.11 You may pay bills using the **BPAY® scheme** through the **Online Service Centre** or in any other way that we advise you of in writing. In order to use the **BPAY scheme** you must first register for the Online Service Centre and accept the Online Service Centre terms and conditions. Your use of the **BPAY scheme** is governed by the **contract** and the Online Service Centre terms and conditions (as varied). You will be given a copy of the Online Service Centre terms and conditions when you register for the **Online Service Centre**. If there is any inconsistency between the terms and conditions applying to the **account** and the Online Service Centre terms and conditions, the Online Service Centre terms and conditions will apply to the extent of that inconsistency.

5. THE CARD AND PIN

- 5.1 You request us to issue to you a **card** for your use in respect of this **contract**. We are not obliged to issue any **card**.
- 5.2 Each **card** belongs to us and is valid only until the earlier of the expiry date printed on it and any date on which we cancel it. You must immediately cut each **card** diagonally in half and return it to us on demand. On expiry of the **card**, you must destroy it by cutting it diagonally in half and disposing of it securely.
- 5.3 You must sign your **card** as soon as you receive it. A **card** may not be accepted if it does not carry your signature.
- 5.4 You must tell us immediately if your **card** or **PIN** is lost, stolen or used without your knowledge or consent by calling 1300 131 024. You must give us all the information you have about the loss, theft or misuse. We will give you a notification number or some other form of acknowledgement that you should retain as evidence of the date and time of your report. If you cannot contact us by phone because our emergency telephone number is not available, you will not be responsible for unauthorised use of your **card** which could have been prevented if you were able to contact us by phone. You must, however, tell us of the loss, theft or misuse of your **card** or **PIN** within a reasonable time from the re-establishment of our telephone reporting facilities.
- 5.5 When you make a transaction at any **Electronic Transaction Terminal**, you authorise us to act on the instructions you enter into that terminal.
- 5.6 You must ensure that the chip on a **card** is protected at all times from misuse including tampering, damage, destruction or any other form of unauthorised use. Only you can use the chip on

a **card** for any of the available services. Your **card** may be subject to forfeiture if the chip is used by anyone other than you.

6. LIABILITY FOR UNAUTHORISED TRANSACTIONS

6.1 You will not be responsible for **unauthorised transactions** where it is clear that you have not contributed to the loss.

6.2 You will not be responsible for **unauthorised transactions** that:

- (a) are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of merchants who are linked to the **Electronic Transaction Terminal** system or of their agents or employees; or
- (b) happen before you receive your **card** or **PIN**, including a replacement **card** or reissued **PIN**; or
- (c) happen after you have taken to have notified us under 5.4 that your **card** has been misused, lost or stolen or that **PIN** security has been breached; or
- (d) are made with **cards** or **PINs** that are forged, faulty, expired or cancelled; or
- (e) are the result of the same transaction being incorrectly debited more than once to your **account**.

6.3 You will be responsible for actual losses resulting from **unauthorised transactions** caused by:

- (a) your fraud; or
- (b) you unreasonably delaying notification of:
 - the misuse, loss or theft of your **card**; or
 - your **PIN** becoming known to someone else; or
- (c) you voluntarily disclosing your **PIN** to anyone; or
- (d) you keeping a record of your **PIN** on the **card**, or on one article, or on several articles, carried with the **card**, or liable to loss or theft simultaneously with the **card** (without making a reasonable attempt to protect the security of the record); or
- (e) you acting with extreme carelessness in failing to protect your **PIN**.

Your liability under 6.3 is subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways listed above. However, you will not be responsible to pay for:

- (f) that portion of the losses incurred on any one day which exceed any applicable daily transaction limit notified to you;
- (g) that portion of the losses incurred in a period which exceeds any other periodic transaction

limit notified to you and applicable to that period;

- (h) losses incurred on any **account** which you and us had not agreed could be accessed using your **card** and **PIN**;
- (i) that portion of the total losses incurred on your **account** which exceeds the credit limit available on your **account**; or
- (j) losses arising from a delay in notification but which occur after the notification is made.

6.4 Where none of 6.3 (a) to (e) applies (and the transaction was made through an **Electronic Transaction Terminal**), you are liable for the least of:

- (a) \$150.00; or
- (b) the credit balance available on your **account**; or
- (c) the actual loss at the time you notify us of the misuse, loss or theft of your **card** or your **PIN** becoming known to someone else (excluding that portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to your **card**).

6.5 Subject to 6.6, we will be responsible to you for any loss caused by the failure of our equipment or systems to complete a transaction accepted by our equipment or systems in accordance with your instructions.

6.6 If our system or equipment malfunctions and you should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in that **account**, and the refund of any charges or fees imposed as a result of those errors.

7. STATEMENTS

7.1 **Statements** will be issued to you monthly, unless the law says we do not have to. We will also issue **statements** to you at your request (we may charge a fee for doing so).

7.2 Your **statement** will be mailed to you. However, if we establish facilities that will enable you to obtain electronic **statements** from us (instead of paper **statements**) we will notify you of this option and let you know how you can elect to obtain electronic **statements**.

7.3 **Statements** show all amounts debited or credited to your **account** during the **statement** period. You must check all entries on your **statement**. You must keep all vouchers and transaction records given to you when using your **account** to help you check your **statement**. You should report any apparent error or possible unauthorised use of the

account to us immediately. You should notify us if you have any queries relating to entries on a **statement** by calling us on 1300 131 024. If you call us, we may ask you to confirm your concern in writing. Otherwise, you can write to us at the address shown on your **statement**.

8. COMPLAINTS INVESTIGATION AND DISPUTE RESOLUTION

If you have any queries, or would like to lodge a complaint, call us on 1300 131 024, or write to us at the address shown on the **statement**. You must give us all information we request to help us resolve your query or complaint. If we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for the investigation of it.

9. INTEREST

- 9.1 The annual percentage rate(s) applicable to **advances** as at the disclosure date are set out in the **Financial Table**. We may change any annual percentage rate set out in the **Financial Table** in accordance with 15.
- 9.2 Each annual percentage rate is divided by 365 to get a daily percentage rate.
- 9.3 Interest is calculated on a daily basis by applying the applicable daily percentage rate or rates (as the case may be) to the relevant portion of the **balance** at the end of a day.
- 9.4 We do not charge interest on stamp duty or other government taxes, duties or charges, or on paper statement fees, cash advance fees, EFTPOS withdrawal fees, insurance premiums, account service fees or payment handling fees. We charge interest on all other fees.
- 9.5 Interest charges will be debited to your **account** monthly on the date of each **statement**.
- 9.6 Interest (if any) on **advances** that are unexpired **promotional offers** will be charged as described in 18.1 (a) to (f). Interest on **expired promotional offers** will be charged at the purchase rate.

10. FEES AND CHARGES

- 10.1 You must pay the following credit, and other, fees and charges:
 - (a) the **credit fees and charges**;
 - (b) any new fees and charges we impose under 15;
 - (c) an amount equivalent to government charges or duties on receipts or withdrawals or otherwise in connection with the **account**, the amount of which is calculated in accordance with relevant legislation; and
 - (d) reasonable enforcement expenses, reasonably incurred by or on behalf of us in enforcing the

contract to recover a payment due under it, including enforcement expenses reasonably incurred by the use of our staff and facilities (these expenses are payable on demand).

- 10.2 Any fee or charge payable by you will be debited to the **account** when it is due and payable by you or when we incur it (whichever is earlier). It is not refundable once paid.

11. PAYMENTS

- 11.1 Your **statement** will set out the minimum amount payable for that **statement** period and the date by which the payment must be made. The way in which that minimum amount payable is calculated is set out in the **Financial Table**. You must pay us at least the amount shown as the minimum amount payable in each **statement** by the due date, which is the date 21 days after the date of the **statement**.

- 11.2 The **minimum monthly payment** for a **statement** period is the total of:

- (a) any instalment that is due for that **statement** period in relation to an **advance** under an unexpired **own-it now promotion**;
- (b) the greater of \$40 or 3% of the **balance** due and payable at the date of the **statement**, (or the **balance** if less than \$40), excluding any part of that **balance** which is made up of **advances** under unexpired **own-it now promotions** or unexpired **buy now pay later promotions**; and
- (c) any establishment fee due and payable.

- 11.3 You may make payments in the ways set out on your **statement**. You must pay in Australian currency, in Australia and make payment in a form acceptable to us.

- 11.4 We will give you credit for any payment you make from and including the day we receive the payment. A cheque payment will not be credited until the cheque is cleared. Each payment must be accompanied by details identifying the **account**.

- 11.5 We may choose to waive immediate payment of any amount. A waiver by us does not affect our rights under this **contract** or your obligation to make payment of any other amount on time.

- 11.6 In relation to an **advance** under an **own-it-now promotion**, instalment payments will be approximately equal amounts calculated at a level which reduces the balance of that **advance** (and of interest debited to the **account** in respect of that **advance**) to zero over the **promotional offer term**.

12. APPLICATION OF PAYMENTS

Payments received by us under this **contract** will ordinarily be applied by us to the amount you

owe under this **contract** in the following order (although we may apply a payment in any order we decide without notification to you):

- (a) any instalment payment due under the terms of a **promotional offer** (in starting order);
- (b) any insurance premiums, any fees or charges (in order of rate), and any remaining interest;
- (c) interest charged on each **balance transfer**;
- (d) a proportionate amount of each **balance transfer**;
- (e) the currently due part of any **advance** under an unexpired **low interest start up promotion** (in starting order), any **cash/EFTPOS advance**, any **purchase**, any **advance** that relates to an **expired promotional offer** (other than a **balance transfer**), and (in starting order) any **advance** under an unexpired **interest free promotion**;
- (f) any remaining part of the following amounts which have been shown on a **statement**: any **cash/EFTPOS advance**, any **purchase**, any **advance** that relates to an **expired promotional offer** (other than a **balance transfer**), any **advance** under an **own-it-now promotion** (in starting order), any **advance** under an unexpired **low interest start up promotion** (in starting order), any remaining **advances** under an unexpired **promotional offers** (in finishing order) (other than **balance transfers**), followed by any remaining part of the same amounts which have not yet been shown on a **statement** (in the same order).

Where a particular order is indicated between balances of the same type, this means the order is from and to balances with the:

- earliest to the latest occurring debit date (for “in starting order”); or
- earliest to the latest occurring expiry date (for “in finishing order”); or
- lowest to the highest applicable **annual percentage rate** (for “in rate order”).

13. ENDING THIS CONTRACT

13.1 We may unilaterally, or at your request, and in both cases at our discretion:

- (a) close the **account**; or
- (b) suspend the use of a **card** or your credit limit, or retain a **card** presented to a merchant or to an **Electronic Transaction Terminal**.

We may unilaterally, or at your request, cancel a **card**.

13.2 A **card** must not be used after the **account** is closed and when we give you notice of the closure, you must immediately cut each **card** diagonally in half and return it to us.

- 13.3 If the use of a **card** is suspended, the relevant **cardholder** does not have the right to use the **card** for the period of suspension. If a **card** is cancelled, then the **cardholder** has no further right to use the **account** with that **card**.
- 13.4 Suspension, cancellation or closure does not affect any of your obligations, or those of any other **cardholder**, in respect of the **account**.
- 13.5 If the **account** is closed or a **card** is cancelled, you must cancel any periodical debits to be made against the **card** by direction to the relevant financial institution.

14. DEFAULT AND ENFORCEMENT

- 14.1 You are in default under this **contract** if:
- (a) you breach any term of this **contract**; or
 - (b) we have reasonable grounds to believe that you induced us to enter into this **contract** by fraud or that any information you gave us in connection with your application for the **account** was false or misleading.
- 14.2 If you are in default, subject to any applicable law, we may require payment in full of the **balance**, in which case that amount is due and payable by you immediately or as soon as is permitted by any applicable law.
- 14.3 If you are in default, you must return your **card** and all additional **cards** to us immediately and all amounts you owe under this **contract** become due for payment, without further notice.
- 14.4 If we have required payment in full under 14.2, each **promotional offer term** ends immediately and we will, from that time forward, apply the purchase rate to the **balance**.

15. WE MAY MAKE CHANGES TO OR UNDER THIS CONTRACT

- 15.1 We may make changes to or under this **contract** at any time without your consent. If any law regulates a change, we may only make the change to the extent permitted by, and subject to the requirements of, that law.
- 15.2 Some of the changes we can make are:
- (a) changes to the annual percentage rate(s);
 - (b) changes to the amount or frequency or time for payment or the method of calculation of payments;
 - (c) changes to the amount or frequency of payment of **credit fees and charges**; and
 - (d) imposing new **credit fees and charges** or new fees and charges, including in connection with the **contract**, the use of a **card** or any transaction concerning the **account** or the provision of credit by us to you under the **contract**.

- 15.3 We will notify you when we:
- (a) change any annual percentage rate(s); or
 - (b) change the manner in which interest is calculated or applied under this **contract**; or
 - (c) change the amount or frequency or time for payment or the method of calculation of payments; or
 - (d) change the amount or frequency or time for payment of a **credit fee and charge** or other fee or charge or impose a new **credit fee and charge** or other fee or charge; or
 - (e) introduce or increase charges specifically for using your **card** and **PIN** in an **Electronic Transaction Terminal** or for issuing an additional **card** or **PIN** or replacing your **card** or **PIN**; or
 - (f) increase your liability for losses relating to electronic funds transfer transactions; or
 - (g) impose, remove or adjust transaction limits which apply to the use of your **card**, an **account** or **Electronic Transaction Terminals**; or
 - (h) make any other change to or under this **contract**.

We will give you notice of any such change, which may be given by delivering the notice to you personally, mailing the notice to your latest address recorded with us, or publishing the notice in a newspaper, or any other way, allowed by relevant codes and legislation.

- 15.4 We may not change an **annual percentage rate** applying to a **purchase** or **balance transfer** that is subject to a **promotional offer** during the **promotional offer term**.

16. ADDITIONAL CARDHOLDERS

- 16.1 We may issue a **card** to anyone over the age of 16 years that you nominate (at our discretion). You authorise an **additional cardholder** to obtain **advances** in every way you are able to and each use of a **card** is subject to the **contract**.
- 16.2 You will be liable for any use of a **card**, and any breach of the **contract** by a **cardholder**. However, you will not be liable if the **additional cardholder's** right to use a **card** was previously withdrawn in accordance with 16.3.
- 16.3 An **additional cardholder's** rights to use a **card** will be withdrawn (and the **card** cancelled) when you have notified us in writing that you want that to happen. You will be liable for all amounts that relate to the use of a withdrawn **card** before we have received written notification from you to cancel a **cardholder's** rights to use a **card**.

17. BALANCE TRANSFERS

- 17.1 We may, at any time, notify you that we are making a **balance transfer offer** available to you as a **promotional offer** under 18.1 (d).
- 17.2 We may, at our discretion, decline to process a **balance transfer** if:
- (a) you are not the primary **cardholder** and liable for both this **account** and the other **account**;
 - (b) the other **account** is of a type in relation to which we do not ordinarily accept **balance transfers** (for example we do not accept **balance transfers** from credit cards issued outside Australia);
 - (c) you do not comply with all of the conditions specified by us in relation to the **balance transfer**;
 - (d) you do not give us all information reasonably necessary in order for us to effect the **balance transfer**;
 - (e) you do not properly authorise that **balance transfer**; or
 - (f) making that **balance transfer** will result in your credit limit on the **account** being exceeded.
- 17.3 You should continue to make any required payments to any account from which you transfer a balance until you receive a statement confirming that the other account has been credited. We will not be liable for any overdue payment or interest incurred.

18. PROMOTIONAL OFFERS

- 18.1 We may, on conditions we specify, at any time make available a **promotional offer** allowing a period of time for an eligible **purchase** or a **balance transfer** ("**promotional offer term**") during which:
- (a) no interest will accrue on that **purchase** and no **minimum monthly payment** need be made in respect of that **purchase** ("**buy now pay later promotion**");
 - (b) no interest will accrue on that **purchase**, and a **minimum monthly payment** must be made in respect of that **purchase** ("**interest free promotion**");
 - (c) interest at a reduced rate will accrue on that **purchase** and a payment must be made each month in respect of that **purchase** ("**low interest start up promotion**");
 - (d) interest at a reduced rate will accrue on that **balance transfer** and a payment must be made each month in respect of that **balance transfer** ("**balance transfer offer**");
 - (e) interest at a reduced rate will accrue on that **purchase** and payments must be made each month by specified instalments ("**own-it-now promotion**"); or

(f) no interest will accrue on that **purchase** and no payment need be made each month in respect of that **purchase** for a specified period, after which no interest will accrue on that **purchase**, but a **minimum monthly payment** must be made in respect of that **purchase** (“**combined promotion**”).

18.2 If we make available a **promotional offer** we will specify, by notice at the selected supplier’s premises or otherwise (such as by notice to you):

(a) the eligible **purchases**;

(b) the period during which an eligible **purchase** or **balance transfer** must be made for it to be the subject of the **promotional offer**;

(c) the length of the relevant **promotional offer term**;

(d) any other applicable conditions (such as eligible suppliers or a condition relating to a deposit or a minimum amount financed),

and each **promotional offer** will be subject to those conditions as well as the **contract**.

19. GENERAL CONDITIONS

19.1 You must notify us as soon as possible if you change your name, address or telephone number. We may give you any notice or other document by sending it to your last mailing address appearing in our records, or by any other method permitted by law.

19.2 You cannot assign your **account** without our written consent. We may assign, transfer or novate to any person, trust or other entity, or otherwise deal in any manner with, any of our rights, obligations or interest under this **contract**.

19.3 We may assign any date we consider appropriate to a debit or credit to the **account**, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. We may subsequently adjust a debit or credit to the **account** so as to accurately reflect the legal obligations of you and us (for example, because of an error or a dishonour of a cheque). If we do this, we may make consequential adjustments (for example, to interest).

19.4 We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

19.5 We may waive any term in the **contract** in whole or in part on any terms we specify. A waiver has no effect unless it is in writing by us or on our behalf, unless we determine otherwise. A waiver applies only to the particular case, and to the particular clause, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **contract**.

*This is a notice we are required to give
under the National Credit Code*

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

THE CONTRACT

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

Your credit provider 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 your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider 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 the credit provider 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 your credit provider 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 your credit provider 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 your credit provider 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.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. 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 your credit provider 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 20 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 your credit provider;

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 your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service Limited and can be contacted at 1300 780 808, www.fos.org.au or at GPO Box 3, Melbourne VIC 3001 (Australia).

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 the ASIC website at <http://www.asic.gov.au>.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance

contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

GENERAL

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

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider 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.

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

16. 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 credit provider's external dispute resolution scheme or ASIC, or get legal advice.

17. 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'S CUSTOMER RESOLUTION TEAM ON 1300 131 024 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED AT 1300 780 808, WWW.FOS.ORG.AU OR AT GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA).

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

IMPORTANT PRIVACY INFORMATION

This privacy notice (“Notice”) is relevant to your application for the credit card facility (“Credit Facility”) described in the credit card application form (“Application”) provided with this Notice.

The Credit Facility is provided by the credit provider (“Credit Provider”) named in the Application.

Acknowledgment and Consent

By completing the Application, I acknowledge that I am, or will be providing personal information to the Credit Provider about me.

I acknowledge that this personal information, and any other personal information the Credit Provider collects about me (“my personal information”), will be used by the Credit Provider to enable it to assess my Application, and if my Application is approved, for the initial establishment and then the subsequent administration of the Credit Facility.

I **consent** to the Credit Provider using and disclosing my personal information for this purpose.

I understand that if I fail to provide any information requested in this Application, or do not agree to any of the possible disclosures or uses detailed above, the Credit Provider may be unable to process or accept my Application, or operate or administer the Credit Facility (if any).

I agree that the Credit Provider and each of its related companies may exchange information about me including any information provided by me in the Application, any other personal information I provide to any of them, any transaction details or transaction history arising out of my arrangements with any of them, and any other personal information which they otherwise lawfully obtain about me.

I agree that my personal information can be used by the Credit Provider and each of its related companies to:

- assess my Application and administer the Credit Facility,
- perform administrative tasks and manage business operations,
- provide services to me in relation to this or other products or services,
- tell me about products or services of the Credit Provider and each of its related companies (unless I ask the Credit Provider not to),
- tell me about products or services of other organisations that might be of interest to me (unless I ask the Credit Provider not to),

- help to develop products and services that may be of interest to me (including use in research and development),
- assess and manage risk,
- comply with legislative and regulatory requirements including crime prevention,
- build and maintain the relationship with me and with each of the participating retail stores where the Credit Facility may be used (“Credit Facility Merchants”), including to assist in resolving any disputes.

However, if the Application is successful, or the Application is declined, neither the Credit Provider nor its related companies will use my personal information for these purposes if I ask the Credit Provider not to by:

- **calling 1800 826 577, or**
- **writing to GPO Box 1007, Melbourne VIC 3001.**

I understand that, and **agree** to, the **Credit Provider and each of its related companies disclosing my personal information**, as is necessary, to one or more of the following types of organisations for any of the uses referred to above:

- Credit Reporting Agencies,
- other financial institutions and credit providers,
- credit card scheme operators,
- the Credit Provider’s service providers and agents (such as delivery companies, mail houses and debt collectors),
- any Credit Facility Merchant,
- any additional cardholder,
- organisations through whom I might choose to request an advance,
- organisations through whom I choose to make payments to the Credit Provider or its related companies, and
- my nominated referees (including my employer),

and in addition where disclosure is required or allowed by law or where I have otherwise consented (this includes the consents I have provided in the Application).

Subject to the Privacy Act 1988 and the other terms of this Notice, I **consent** to any such disclosures of my personal information regardless of how or when it was collected.

If, and to the extent that the Credit Provider does so in a manner and for purposes that conform with the Privacy Act, I agree to the Credit Provider obtaining information

about my commercial activities and commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons, and to the Credit Provider using that information in assessing my application for credit or for loan management purposes; and I also agree to the Credit Provider giving to and receiving from any credit providers named in the Application and any credit providers named in a credit report issued by a Credit Reporting Agency, information about my credit arrangements, provided that the information is given or received to assess an application for credit made by me to the recipient credit provider or to assess my credit worthiness; and I also agree to the Credit Provider obtaining a credit report containing personal information about me from a Credit Reporting Agency and to the Credit Provider using that report or any information derived from the report in assessing this Application, and for any other purposes permitted under the Privacy Act.

I also acknowledge that subject to the provisions of the Privacy Act, the Credit Provider may otherwise disclose to any person any information concerning the Credit Facility granted to me or the conduct of the Credit Facility.

I acknowledge that some of the organisations to whom my personal information will be disclosed may be overseas.

I **agree** to the transfer of my personal information by the Credit Provider and each of its related companies to such an organisation overseas, but only to the Credit Provider's service providers and agents for use in connection with any of the purposes that the Credit Provider and each of its related companies are authorised to use my personal information.

I separately **agree** that if I nominate an additional cardholder I will first ensure that this person has seen this Important Privacy Information and has agreed to their personal information being collected, used and disclosed by the Credit Provider and each of its related companies in the same way and in the same manner that my personal information may be collected used and disclosed in accordance with my consent and this Important Privacy Notice. If I provide information about any other person for the purpose of the Credit Provider or its related companies verifying information about me or seeking to locate me I will ensure that any such person has agreed to the collection, use and disclosure of their information by the Credit Provider and its related companies for the relevant purpose.

I further agree that if I nominate any additional cardholder under 18 years of age who does not have sufficient understanding and intelligence to understand this Notice, I will ensure that their parents or guardians agree to this Notice on their behalf.

I understand that I can access most of my personal information that the Credit Provider and its related companies hold about me (sometimes there will be a reason why that is not possible, in which case I will be given reasons).

To find out what sort of personal information the Credit Provider and its related companies has about me, or to make a request for access, I acknowledge that I can contact the Credit Provider's Customer Solutions Centre on 1300 131 024 or by writing to GPO Box 1007, Melbourne VIC 3001.

I acknowledge that I can enquire as to the identity of each related company of the Credit Provider.

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For information on your GE CreditLine account, contact

1300 131 024

Please visit us at www.gecreditline.com.au



GE CreditLine™
REPEAT PURCHASE & CASH CARD

GE CreditLine is a credit facility provided by
GE Finance Australasia Pty Ltd (ABN 88 000 015 485)
trading as GE Money.