

# Important Information about your Credit Card Account.

In this notice you will find important information about your credit Card Account. We are required to provide you with this information in accordance with our regulatory obligations. We ask that you read this notice carefully and retain it for your records. This notice contains information that you need to know about:

1. **the ePayments Code**
2. **disputed transactions**
3. **Recurring Card Instructions**
4. **financial hardship**

# 1. Information you need to know about the ePayments Code

National Australia Bank Limited (we, us, our), the credit provider and issuer of Kogan Money Credit Cards, would like to remind you of some of your and your Additional Cardholder's (collectively referred to as "Cardholder") rights and obligations.

## The ePayments Code

We subscribe to the ePayments Code, which is administered by the Australian Securities and Investments Commission (ASIC). We agree to comply with all requirements of the ePayments Code as amended from time to time. The ePayments Code applies to your credit Card Account where payments, transfer of funds and cash withdrawal transactions are initiated using an access method through electronic equipment and is not authenticated by comparing a manual signature to a specimen signature. This includes, but is not limited to, transactions conducted using your Card, Online Servicing, EFTPOS, ATM, BPAY®, and mobile devices (collectively referred to as "EFT transactions"). You will be liable for any EFT transactions carried out by a Cardholder or by anyone performing an EFT transaction with a Cardholder's knowledge and consent. We strongly recommend that you familiarise yourself with your Kogan Money Credit Cards Terms and Conditions and Other Important Information (referred to as "Terms and Conditions"), which sets out your rights and obligations under the ePayments Code.

You can view a copy of the Terms and Conditions at [koganmoney.com.au/important-information](https://koganmoney.com.au/important-information)

## Use of a Card or Identifier

A Card or Identifier must not be used by any person other than the Cardholder whose name and signature appear on the Card. Additional limitations are that a Card or Identifier must not be used:

- other than within the period of validity indicated on the Card;
- after the Card's cancellation;
- after the Account's cancellation; or
- during any period when the use of your Account or the Card has been suspended.

## Securing the Card and Security Code

The security of the Card and Security Code is very important. If a Cardholder fails to observe the security requirements of the ePayments Code, you may be liable for Unauthorised Transactions.

In order to protect a Card and Security Code, a Cardholder must:

- sign the strip on the reverse side of their Card immediately upon receiving it;
- not disclose their Security Code to anyone including family, friends or even our staff;
- not let anyone else use their Card and/or Security Code and/or Identifier;
- use care to prevent anyone else seeing their Security Code (including when using an ATM or EFTPOS terminal) or overhearing their Security Code;
- take reasonable steps to protect their Card or Security Code from loss or theft;
- immediately destroy any expired Card;
- not choose a Security Code which is clearly identifiable (e.g. date of birth), or retrievable (e.g. 1234); and
- not write or record their Security Code on any item normally carried with or stored with their Card or Identifier.

## **Lost or Stolen Cards or Security Codes and Unauthorised Transactions**

A Cardholder must notify us immediately, where they suspect that the:

- Card is lost or stolen;
- Security Code is lost, stolen, disclosed or known to someone else; or
- Card (or any expired Card) or Identifier or Security Code has been used to effect an Unauthorised Transaction or has been misused.

The Cardholder should notify us immediately by calling us on 1300 415 445, or if calling from outside of Australia, you may call +612 8908 6196.

### **Liability for Unauthorised Transactions**

You will have no liability for Unauthorised Transactions:

- where it is clear that a Cardholder has not contributed to such losses;
- if a forged, faulty, expired or cancelled Security Code, Identifier or Card was used;
- if there was fraudulent conduct by our employees or the merchant;
- if the transaction took place before the Cardholder received their Card or Security Code;
- if a merchant incorrectly debited your credit Card Account more than once; or
- if the transaction took place after a Cardholder notified us their Card had been lost or stolen or that someone else may know their Security Code or password.
- If the transaction exceeds the Credit Limit or any applicable transaction limit.

In circumstances where it is proven that a Cardholder contributed to losses in any way, as determined by the ePayments Code, you may be held responsible for losses incurred. Your liability for any such losses will be determined under the ePayments Code. Where a Security Code (e.g. PIN) was required to perform an Unauthorised Transaction and a Cardholder is proven to have contributed to that loss, you may be held liable for part or all of that loss.

For further information relating to when you are liable, not liable and partially liable, please read the Terms and Conditions and ePayments Code.

## **2. Information you need to know about disputed transactions**

A Cardholder must contact us immediately if they suspect that their Card, Identifier or Security Code has been used to effect an Unauthorised Transaction. Contacting us quickly stops you being liable for some types of transactions and means we may ask for a Chargeback of a transaction where that right exists.

### **Error/dispute resolution**

The Cardholder must notify us promptly if they have a complaint or believe that an error has occurred on the credit Card Account. A complaint can be lodged by contacting the customer service centre, using Online Servicing, or writing to us at the address on the Section "What should you do if you have a complaint?" in Part C: Credit Guide of the Terms and Conditions.

We will investigate your complaint and try to resolve it quickly and fairly. If you are not satisfied with the result of your complaint, you can escalate your complaint to our Customer Resolutions team or you can raise your complaint with the Australian Financial Complaints Authority (AFCA) at:

GPO Box 3, Melbourne VIC 3001  
Phone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

## Chargebacks

If you have a transaction dispute (for example, if you have a problem with goods or services, if you believe you were charged the incorrect amount for a transaction or you were charged for an item you didn't receive) and the relevant transaction was processed through a Network you may have rights under the applicable Network rules to Chargeback the transaction.

For eligible transactions processed through a Network we may:

- resolve a complaint under the rules of the Network. If we decide to resolve a dispute in this manner, we and you are bound by the operating rules of the Network and resolution will be governed by the limits imposed by those rules;
- claim a Chargeback right where one exists;
- claim a Chargeback for the most appropriate reason; and
- reject a refusal of a Chargeback by a merchant's financial institution if it is inconsistent with the relevant operating rules.

You have the right to claim a Chargeback even if the payment was part of a Recurring Card Instruction arrangement you have with a merchant.

Failure to notify us within the timeframes set by the Network may affect the success of your claim. Different timeframes will apply in circumstances where the ePayments Code applies.

Please note that if a Cardholder uses your credit Card Account to make a BPAY® payment, you cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments. Any dispute must be resolved with the Biller (a merchant who accepts BPAY® payments).

Except as otherwise set out by the law we are not responsible for any disputes between you and a merchant.

## 3. Information you need to know about Recurring Card Instructions

You can also authorise another party to debit your credit Card Account using the Card number and expiry date. This is called a Recurring Card Instruction.

In order to set up a Recurring Card Instruction, the merchant or service provider will ask you to complete a form. The details of when the Recurring Card Instruction will be made to your credit Card Account and the amount should be set out in that form.

If a Recurring Card Instruction has been made to your credit Card Account which a Cardholder has not authorised, let us know as soon as possible by calling 1300 415 445 and we will act promptly to assist you.

## labelling Recurring Card Instructions

If you have provided Recurring Card Instructions to a merchant or service provider, you'll need to contact them to request a cancellation. We suggest that you do this at least 15 days prior to the next scheduled payment. Until you cancel your authority, the merchant is entitled to request us to debit your credit Card Account.

Please retain a copy of your request to change or cancel any Recurring Card Instructions with a merchant or service provider. You have the right to challenge a transaction if a merchant or a service provider has not acted in accordance with your instructions.

Note: If Card details have changed, for example as a result of your previous Card being lost or stolen, you should contact the merchant or service provider to cancel or change the details of your Recurring Card Instructions.

if a Card is re-issued with a new Card number or expiry date, the Cardholder must contact the merchant to cancel or change the details of each Recurring Card Instruction. We may choose to cancel the Recurring Card Instruction or (unless the Cardholder tells us not to) provide the Cardholder's replacement Card details to update it. Our capacity to provide the replacement Card details depends on the functionality of our and the merchant's systems to do this. If the merchant participates in an Account updater service, they may be given updated Card details when a Card is re-issued. You should check with the merchant to confirm if they participate. You may request to opt-out of the automatic update of Card Details by contacting us.

## 4. Information you need to know about financial hardship

If you're struggling with your finances, it's important that you reach out to us as soon as you can. Financial difficulty can happen to anyone. If you've had an unplanned life event like unemployment or reduced income, a relationship breakdown or domestic violence, a natural disaster, illness or injury or if you just need some temporary support, we can help. To find out more information on hardship assistance, please visit [koganmoney.com.au/important-information](https://koganmoney.com.au/important-information)

If for any reason you cannot make repayments, we may be able to help you by agreeing to vary your contract or by providing temporary relief on your credit Card Account. The sooner you contact us, the easier it may be to assist you.

