

Diners Club  
Personal Card  
Terms and Conditions

## **Important**

**Please read these terms and conditions carefully.**

before using your Diners Club Personal Card.

We recommend that you keep this booklet for future reference. If you misplace this booklet or do not understand any part of it, please contact Diners Club Customer Service on 1 300 360 060.

### **Acceptance of these terms and conditions**

Unless you have previously agreed to these terms and conditions, the first time you use your Diners Club Personal Card or the Account, you accept and agree to comply with these terms and conditions.

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## Diners Club Personal Card

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# Diners Club Personal Card

## Terms and Conditions

### I Definitions

In these Diners Club Personal Card Terms and Conditions, unless the context otherwise requires:

**Account** means the Diners Club Personal Card Account, being a charge card Account, that is linked to the Main Cardholder's Diners Club Personal Card.

**Additional Card** means an additional or add-on Diners Club Personal Card issued at the request of the Main Cardholder to a third party which is linked to the Account, and includes any replacement or reissued cards provided to the Additional Cardholder.

**Additional Cardholder** means the person to whom an Additional Card is issued.

**Applicable Laws** means the laws of Australia and any other jurisdiction to which Diners Club or a related entity of Diners Club is subject.

**Australian Dollars** means the lawful currency of the Commonwealth of Australia.

**Business Day** means a weekday that is not a public holiday or bank holiday in Sydney.

**Cash Advance** means any debit to the Account which results in, or relates to:

- (a) you obtaining actual cash (whether at an electronic terminal or by other means);
- (b) you obtaining quasi-cash items such as traveller's cheques or gaming chips;
- (c) payment by you of a bill where that biller charges the amount as a cash advance;
- (d) the transfer of funds to another account held by you or another person with a financial institution.

**Contactless Transaction** means a transaction made by holding a Card (which is capable of making such transactions) against a contactless enabled terminal without inserting or swiping the Card.

**Diners Club** means Diners Club Pty Limited  
ABN 35 004 343 051.

**Diners Club Branded Card** means a charge card issued to the Account and branded on the front with the Diners Club logo.

**Diners Club Personal Card** means a charge card issued to the Main Cardholder and includes any Diners Club Branded Card, World MasterCard Card or Additional Card and includes any replacement or reissued cards. May also be referred to as Diners Club Card and/or your Card.

**Diners Club Electronic Access Conditions of Use** means the terms and conditions relating to electronic transactions attached to this document as amended or replaced from time to time.

**Diners Club Rewards Terms and Conditions** means the terms and conditions which set out your and our rights and obligations if you are enrolled as a member of the Diners Club Rewards program. The Diners Club Rewards Terms and Conditions can be viewed at [www.dinersclub.com.au](http://www.dinersclub.com.au)

**Fees** means the fees and charges detailed in the Fee Schedule set out at the end of this booklet (unless otherwise agreed) as amended from time to time.

**Fee Schedule** means the fee schedule set out in these terms and conditions (unless otherwise agreed) as amended from time to time.

**Liquidated Damages** means amounts by way of liquidated damages which Diners Club is entitled to recover under clause 6 in respect of your payment default.

**Main Cardholder** means the person in whose name an Account is opened.

**Member Establishment** means

- (a) a person who has agreed with Diners Club to accept a Diners Club Branded Card or the use of an Account for the purchase of goods or services; or
- (b) in the case of transactions made using a World MasterCard Card, a person that accepts MasterCard branded cards for the purchase of goods and services.

**these terms and conditions** include:

- (a) these Diners Club Personal Card Terms and Conditions;
- (b) the application form submitted by the Main Cardholder, or any Additional Cardholder and the Main Cardholder, to become a Diners Club Personal Cardholder;
- (c) the Diners Club Electronic Access Conditions of Use; and

- (d) if the Main Cardholder is enrolled as a member in the Diners Club Rewards program, the Diners Club Rewards Terms and Conditions.

**World MasterCard Card** means a MasterCard branded charge card issued by Citigroup Pty Limited on Diners Club's behalf and linked to an Account.

**You** means any or all of the Main Cardholder and any Additional Cardholder (and your has a corresponding meaning).

## **2 Using your Diners Club Personal Card**

### **2.1 Signing your Diners Club Personal Card**

For security reasons, you must sign your Diners Club Personal Card as soon as you receive it.

### **2.2 Where you can use your Diners Club Personal Card**

- (a) You can only use your Diners Club Personal Card or the Account in accordance with these terms and conditions.
- (b) Diners Club is not responsible for, or liable for, any failure by any person to accept your Diners Club Personal Card or the Account.
- (c) Diners Club does not make any warranty or representation regarding any goods or services purchased by you using your Diners Club Personal Card or the Account.

### **2.3 Restrictions on the use of your Diners Club Personal Card**

- (a) You must not use your Diners Club Personal Card or the Account, or allow either to be used, for gambling or any unlawful purpose or illegal activity.
- (b) You must not allow any other person to use your Diners Club Personal Card or your Account, unless that person is an Additional Cardholder and that use is in accordance with these terms and conditions.
- (c) You must not use your Diners Club Personal Card or the Account for the purpose of purchasing goods or services for resale or resupply or to provide working capital for your business.
- (d) Please be aware that Diners Club may refuse authorisation for a charge at any time, when it has reasonable cause to do so and without giving you prior notice.



- (e) If you return any goods or are otherwise entitled to a refund in relation to any goods or services purchased with your Diners Club Personal Card, you agree that the refund is to be provided to you by way of a credit to the Account and that you will not seek or accept the refund in cash.

## **2.4 Making payments to the Account**

- (a) You can make payments to the Account:
  - (1) using any payment option detailed on your statement of account; or
  - (2) using any other method authorised by Diners Club from time to time.
- (b) Payments made after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day will, unless another time is specified at the point of the transaction, be treated as if made on the following Business Day.

## **2.5 Initiating charges to the Account**

You can only make a charge to the Account by:

- (a) presenting your Diners Club Card to purchase goods or services from a Member Establishment and authorising the transaction by:
  - (1) signing an approved charge form; or
  - (2) in accordance with the Diners Club Electronic Access Conditions of Use.
- (b) providing details of your Diners Club Personal Card or the Account to a Member Establishment or any other person to make payment for goods or services in any manner acceptable to Diners Club (for example, by telephone, over the internet or by authorising a third person to debit the Account by way of direct debit);
- (c) obtaining a Cash Advance in accordance with the Diners Club Electronic Access Conditions of Use; or
- (d) using any other method authorised by Diners Club from time to time, for example by making Contactless Transactions.

## **2.6 Using your Diners Club Personal Card overseas**

If you incur charges using your Diners Club Personal Card or the Account in a currency other than Australian Dollars, the amount of the charge will be converted to Australian Dollars at the rate of exchange determined by:

- (1) Diners Club or Diners Club International or its settlement agency, including applicable conversion fees, on the date that it received the charge for processing for transactions on a Diners Club Branded Card; or
- (2) MasterCard or its settlement agency on the date that it received the charge for processing for transactions on a World MasterCard Card,

and your Account will be charged with a foreign transaction fee as set out in the Fee Schedule or as applicable from time to time.

### **3 Liability for amounts charged**

- (a) Subject to clause 3(b), and the application of clauses 7 and 10, the Main Cardholder is solely liable for all amounts charged to the Account (including Fees or Liquidated Damages).
- (b) Where the Main Cardholder has authorised the issue of an Additional Card, the Main Cardholder and the Additional Cardholder in whose name the Additional Card is issued will be jointly and severally liable for all charges made using that Additional Card or related to that Additional Card (including any Fees or Liquidated Damages).
- (c) If a charge form is received by Diners Club for payment, Diners Club may rely on that charge form to debit the Account on the basis that the charge described in the charge form was properly incurred at the Member Establishment in the amount, by the person and by the use of the Diners Club Personal Card or Account referred to in that form. However, where the Diners Club Personal Card has been reported lost or stolen, or where the Diners Club Personal Card or Account has been reported as fraudulently used in accordance with clause 7, or a dispute is raised under Clause 10, we may reverse the charge as though it had never applied to the Account.
- (d) A dispute between you or Diners Club and a Member Establishment concerning a charge does not relieve you of your payment obligations in respect of that charge.

- (e) We may continue to debit to the Account, and you must pay us for any charges to the Account incurred after the Diners Club Personal Card is cancelled or your right to use the Account is revoked. However, under the Diners Club Electronic Access Conditions of Use you will not be liable for charges in various circumstances, including where a charge is a result of fraud not involving you.

#### **4 Statements**

- (a) Diners Club will give a statement of account to the Main Cardholder monthly unless:
  - (i) there have been no transactions during the statement period and there is a zero balance on the Account, in which case no statement of account will be given; or
  - (ii) where, after three (3) consecutive statement periods there has been a credit balance on the Account during which time there have been no transactions, in which case no further statement of account will be sent until there is a further transaction.  
If you require statements more regularly, or if you require a particular statement, you must call Diners Club on 1 300 360 060. Fees and charges may apply to this request as set out in the Fee Schedule.
- (b) You should check all entries on each statement of account and report possible errors or unauthorised transactions to Diners Club as soon as possible.
- (c) Where you need to make a report in relation to an EFT transaction, you must do so in accordance with clause 13 of the Diners Club Electronic Access Conditions of Use, attached to these terms and conditions.
- (d) Where you need to make a report in relation to any other any other type of transaction you must do so in accordance with clause 10 of these terms and conditions.

#### **5 Payment for charges incurred**

- (a) You must pay Diners Club an amount equal to the sum of all charges (including Fees and Liquidated

Damages) appearing on each statement of account immediately upon receipt of that statement by the Main Cardholder.

- (b) For the purposes of clause 5(a), the Main Cardholder and any Additional Cardholder is deemed to have received a statement of account on the date of actual receipt by the Main Cardholder or 5 days after Diners Club gives the statement of account to the Main Cardholder, whichever occurs first.
- (c) Notwithstanding anything in clause 5(a), if Diners Club reasonably believes that you cannot pay a given charge or charges, Diners Club may, at any time, demand immediate payment of any charge to the Account, by sending written demand to you. If Diners Club does this, the amount demanded is immediately due and payable.

## **6 Liquidated Damages**

- (a) If any amount owing to Diners Club is not received by Diners Club by the 14th day ('Default Date') after the issue date of the statement of account setting out that amount, you are in default and Diners Club is entitled to charge and recover Liquidated Damages on the overdue amount.
- (b) Liquidated Damages will be charged:
  - (1) on the Default Date; and
  - (2) on the date that is 14 days after the issue date of each statement of account which is issued on or after the Default Date, until the earlier of:
    - (3) the date payment of the overdue amount is received by Diners Club in full; and
    - (4) the date Diners Club cancels the Main Cardholder's Diners Club Personal Card or revokes the Main Cardholder's right to use the Account.
- (c) The amount of Liquidated Damages that will be charged by Diners Club on each of the dates referred to in clauses 6(b)(1) and (2) will be the greater of:
  - (1) \$30.00; and
  - (2) 3% of the overdue amount (or any part thereof) that remains unpaid on that date.

- (d) Any reference in this clause to the overdue amount includes any Liquidated Damages that have previously accrued, are due and remain unpaid.
- (e) Diners Club's right to recover Liquidated Damages under clause 6(a) is separate from Diners Club's right to cancel your Diners Club Personal Card and revoke your right to use the Account.

## **7 Lost, stolen or fraudulently misused**

- (a) You must immediately notify Diners Club if your Diners Club Personal Card is lost or stolen, if a Replacement Card has not been received by you, or if you suspect that someone has fraudulently used your Diners Club Personal Card, an Additional Card or the Account.
- (b) Subject to any provisions in the Diners Club Electronic Access Terms and Conditions, you are liable for charges incurred by the use of a lost or stolen Diners Club Personal Card, or an Account that has been accessed fraudulently, to a limit of \$150.00 provided that you were not in any way involved in, or did not in any way benefit from, the theft or misuse. You are not liable for unauthorised charges incurred after you have notified us that your Diners Club Personal Card is lost or stolen.

## **8 Enforcement expense**

You agree to pay Diners Club, and authorise Diners Club to charge to the Account, all costs or expenses reasonably incurred by Diners Club or its contractors or agents (including all legal costs and collection agency fees) in enforcing or collecting payment of any amount due under these terms and conditions.

## **9 Payments**

### **9.1 Allocation of payments**

A payment made to the Account will be applied towards amounts owing by you to Diners Club in the following order:

- (a) outstanding charges payable by you (in accordance with clause 5) other than those amounts listed in paragraphs (b) to (e) below;
- (b) Fees which have become due and payable;
- (c) amounts payable in respect of Liquidated Damages (in accordance with clause 6);

- (d) enforcement costs and expenses payable by you (in accordance with clause 8); and
- (e) charges made to the Account which have not yet appeared on a statement of account.

## **9.2 Payment currency**

All payments required under these terms and conditions must be made in Australian Dollars. If Diners Club allows a payment to be made in a currency other than Australian Dollars, Diners Club will convert that payment into Australian Dollars using rates that we determine to be the appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. For the avoidance of doubt, if this involves a foreign transaction as set out in clause 2.6 of these terms and conditions, then the foreign transaction fee set out in the fee schedule will apply.

## **10 Dispute resolution**

- (a) If you disagree with any amount charged to, or shown as being paid into, the Account, please contact Diners Club as soon as possible on 1 300 360 060. You may be asked to provide Diners Club with written confirmation of your claim and any supporting evidence. Disputes will be handled differently depending on whether the disputed transaction took place on a Diners Club Branded Card or a World MasterCard Card.
- (b) Disputes related to Diners Club Branded Card transactions.
  - (1) Where Diners Club determines, on reasonable grounds, that your claim is a legitimate claim against the Member Establishment, Diners Club will assist you to pursue that claim provided that you notify Diners Club of your claim within 2 months of the date of the statement of Account on which the disputed amount appears. Where, in Diners Club's reasonable opinion, the claim is against the Member Establishment (for example, a legitimate claim in relation to the supply, use or quality of goods or services purchased using your Diners Club Personal Card), you are not entitled to withhold payment of the disputed amount. You should refer to clause 13 of the Diners Club Electronic Access Conditions of Use for more information.

- (2) In the event Diners Club determines that your claim is a legitimate claim, Diners Club may temporarily credit your Account until such time as the charge back claim against the Member Establishment is proven to be valid. Should the charge back claim prove to be valid then Diners Club will reverse the charge to the Member Establishment and convert the temporary credit in your Account, if provided, to a permanent credit.
  - (3) The ability of Diners Club to temporarily credit your Account depends on specific timeframes under the Diners Club International Scheme's Chargeback Rules in which it can chargeback a transaction. Outside these times Diners Club's ability to successfully chargeback a transaction are limited so Diners Club will not temporarily credit your Account if you notify Diners Club of your claim after two months of the disputed amount appearing on your statement of Account.
  - (4) Where Diners Club proves, on reasonable grounds, that the charge back claim is not a valid claim, Diners Club will accordingly charge the Main Cardholder's Account and any temporary credit, if provided, will be immediately cancelled.
- (c) Disputes related to World MasterCard Card Transactions

Disputed transactions will generally be resolved in accordance with the MasterCard rules. Diners Club may:

- (1) resolve a dispute under MasterCard's rules. If we try to resolve a dispute in this way we and you are bound by the MasterCard rules and the result will be governed by the limits imposed by those rules. If you don't tell us about your dispute within 60 days from the date of the Transaction it may affect our ability to resolve your claim;
- (2) claim a right to return the transaction to a Member Establishment for resolution after it is disputed ("**Chargeback**") where one exists. If you or an Additional Cardholder uses your Account to make a BPAY payment, you cannot claim a Chargeback, BPAY only allows refunds of mistaken, unauthorised or fraudulent payments;

- (3) claim a Chargeback for the most appropriate reason;
- (4) reject any refusal of a Chargeback by a Member Establishment's financial institution that is inconsistent with the relevant operating rules; and
- (5) at its discretion apply a temporary credit to your Account for the value of the relevant transaction pending resolution of the dispute.

You must comply with any reasonable request Diners Club makes for further information in any form (including a statutory declaration).

## **11 Fees and taxes**

- (a) Diners Club is irrevocably authorised to charge your Account for any Fee that is due and payable. The Fees that may be charged to your Account by Diners Club are detailed in the Fee Schedule attached to these terms and conditions. These Fees may be amended in accordance with clause 18.
- (b) The Main Cardholder is liable for any tax, duty or other charge imposed by law in Australia (including stamp duty or goods and services tax, unless otherwise stated to be included in the price) incurred by Diners Club, or for which Diners Club is liable to reimburse another person, in respect of the supply or use of the Main Cardholder's Diners Club Personal Card, the supply to, or use by, the Main Cardholder of the Account or any other transaction involving the Main Cardholder or a payment to the Account.
- (c) The Additional Cardholder and the Main Cardholder are jointly and severally liable for any tax, duty or other charge imposed by law in Australia (including stamp duty or goods and services tax, unless otherwise stated to be included in the price) incurred by Diners Club, or for which Diners Club is liable to reimburse another person, in respect of the supply or use of the Additional Cardholder's Diners Club Personal Card, the use of the Account by the Additional Cardholder or any other transaction involving the Additional Cardholder (other than payments to the Account).

## **12 Cash Advances**

You can obtain Cash Advances in accordance with the Diners Club Electronic Access Conditions of Use or as otherwise authorised by Diners Club.



## **13 Cancellation**

### **13.1 Cancellation by Diners Club**

Diners Club may cancel your Diners Club Personal Card and revoke your right to use the Account with or without notice. We will only do this if we have a reasonable basis to do so. Upon becoming aware of the cancellation or revocation, you must immediately stop using your Diners Club Personal Card and the Account and must destroy your Diners Club Personal Card and any Additional Card(s). If we reinstate your Diners Club Personal Card at any time after cancellation and you have not destroyed your Diners Club Personal Card these terms and conditions will continue to apply to the use of your Diners Club Personal Card or any Additional Card(s), and the use of the Account by you or any Additional Cardholder.

### **13.2 Cancellation by you**

- (a) You may cancel your Diners Club Personal Card at any time. The Main Cardholder can also cancel any Additional Card. Any such cancellation will not be effective until Diners Club have received a request asking Diners Club to cancel a Diners Club Personal Card which you have authority to cancel. You should take reasonable steps to return the Diners Club Personal Card as you will continue to be liable for transactions on the Account.
- (b) Where a request is made by the Main Cardholder to cancel the Main Cardholder's Diners Club Personal Card, the Main Cardholder is deemed to request the cancellation of that card as well as all Additional Cards.

### **13.3 Cancelling recurring instructions**

- (a) You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Member Establishment or a service provider.
- (b) To change or cancel any regular payment arrangements, you should contact the Member Establishment or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Member Establishment's

transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Member Establishment or a service provider. You have the right to challenge a transaction if a Member Establishment or a service provider has not acted in accordance with your instructions.

- (c) If your Account is closed or your card number is changed, for example as a result of your previous card being lost or stolen, you must contact the Member Establishment or service provider to cancel or change the details of your existing regular payment arrangements.

## **14 Suspension**

Diners Club can suspend your right to use your Diners Club Personal Card, the Account and/or ATM access at any time, when it has reasonable cause to do so, without notice:

- (a) if you are in default under these terms and conditions;
- (b) if Diners Club suspects that your Card or the Account has been used fraudulently by you or a third party;
- (c) to prevent loss to either you and/or Diners Club; or
- (d) if by allowing you to continue using your Diners Club Personal Card or the Account, we believe you or we or our related bodies corporate may breach any Applicable Laws.

If Diners Club does this, you must not use your Diners Club Personal Card or the Account until such time as we advise you that your Diners Club Personal Card has been reactivated or reinstated. You will not be charged an Annual Fee during the period that your Diners Club Personal Card is suspended. The suspension of your Diners Club Personal Card and/or the Account does not affect your obligations under these terms and conditions.

## **15 Our liability**

- (a) Except as required by laws such as the Trade Practices Act, fair trading legislation or other laws

which may imply warranties into a contract to protect you or under the Diners Club Electronic Access Conditions of Use, Diners Club is not responsible or liable for:

- (1) goods or services purchased using a Diners Club Personal Card or the Account. You may, however, have the right to claim a chargeback of transactions in certain circumstances. You should contact Diners Club for further details;
  - (2) the failure by a Member Establishment to accept a Diners Club Personal Card;
  - (3) any dispute between you and a Member Establishment in relation to the supply, use or quality of goods or services. You may, however, have rights against that Member Establishment under the Trade Practices Act or Fair Trading Acts or other consumer protection laws; or
  - (4) any loss, costs or expenses incurred by you as a result of the action or inaction of any third party or as a result of any matter which is outside Diners Club's reasonable control.
- (b) Except as required by laws such as the Trade Practices Act, fair trading legislation or other laws which may imply warranties into a contract to protect you or under the Diners Club Electronic Access Conditions of Use, Diners Club will not be liable for any indirect or consequential loss, costs or expenses that you may suffer or incur as a result of Diners Club failing to carry out its obligations to you under these terms and conditions.

## 16 Privacy

### **Purposes for which we collect, use and disclose your personal information**

In this section "you" includes any Additional Cardholder.

We collect, use and disclose your personal information:

- to assess any application for credit and to provide and administer your credit facilities and related services;
- to conduct reviews of your facility from time to time at our sole discretion;
- to comply with applicable laws both in Australia and overseas. The Australian legislation requiring us to

collect your personal information includes the Anti-Money Laundering and Counter-Terrorism Financing Act (for example, to comply with identity verification requirements); the Personal Property Securities Act, State and Territory real property legislation and other property-related laws (for example, to register and search for security interests); and

- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy.

If you do not provide us with the information we ask for or the information provided is incorrect or incomplete, we may not be able to provide or administer the products or services that you are seeking.

We usually collect your personal information directly from you. However, sometimes we may need to collect personal information about you from third parties for the purposes described above. The circumstances in which we may need to do this include, for example, where we need information from a third party to assist us to process your application (such as to verify information you have provided or to assess your circumstances) or to assist us to locate or communicate with you.

### **Disclosures of your personal information**

We may disclose to, and obtain from, the following organisations personal information about you for the purposes described above (as well as otherwise permitted by the Privacy Act):

- our affiliates and sales agents;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;
- any broker, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;
- a credit reporting body or other business or other organisation that provides personal credit or commercial credit information (see 'Exchange of information with credit reporting bodies' below);
- entities and organisations involved in any rewards program;

- any insurer relating to your facility including consumer credit insurance to arrange and administer consumer credit insurance or any trade insurer for any purpose relating to an application for commercial credit;
- any person in connection with funding financial accommodation by securitisation;
- organisations wishing to acquire an interest in any part of Diners Club's business for assessing or implementing any such acquisition;
- organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents; and
- to other organisations as further set out in our Privacy Policy and Credit Reporting Policy.

### **Disclosures to overseas recipients**

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines and Singapore. Such overseas recipients may not be bound by the Privacy Act.

You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the Australian Privacy Principles and we may not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles).

By using Diners Club products and services you consent to disclosures to overseas recipients.

### **Exchange of information with credit reporting bodies and other information services**

We obtain credit reporting information and other credit-related information about you from CRBs, commercial credit information services and other information providers in circumstances permitted by the Privacy Act including the purposes for which we collect personal information described above.

If you have made an application for commercial credit, or have obtained commercial credit from us, you agree that

we can obtain credit reporting information about you from a CRB for the purposes of assessing any application for commercial credit and collecting payments that are overdue in relation to commercial credit. You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to credit reporting bodies (CRBs). Our Credit Reporting Policy (available on our website at [dinersclub.com.au/privacy.htm](http://dinersclub.com.au/privacy.htm)) contains information about credit reporting, including the CRBs with which we may share your personal information.

We may use your personal credit and commercial credit information as set out in our Credit Reporting Policy.

We have the right to conduct reviews of your facility from time to time and at our sole discretion. You acknowledge that we will provide personal information to a credit reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

### **Our Policies (including how to access and correct information and make a complaint)**

You can view the Diners Club Privacy Policy or Credit Reporting Policy on our website at [dinersclub.com.au/privacy.htm](http://dinersclub.com.au/privacy.htm) or obtain a copy by calling us on 1 300 360 060. These policies include information as to how you can access and/or seek correction of the personal information we hold about you. A charge may apply for providing you with access to your personal information. Our Privacy Policy and Credit Reporting Policy also contain information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA) or the Credit Reporting Code and how we will deal with such a complaint.

### **Your Marketing Communications Preferences**

Diners Club, Citigroup affiliate companies and their partners may use your personal information (including your telephone number, regardless of whether it is listed

on the Do Not Call Register, and your email or other electronic addresses) to keep you informed about other products, services and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages (without an unsubscribe facility). Citigroup operates in several different lines of business including banking, credit cards, consumer finance, securities and insurance. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive these communications please notify us in writing or by phone on 1 300 360 060. Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

### **Call recording**

Your telephone calls and conversations with a Diners Club representative may be recorded and monitored for quality, training and verification purposes.

### **17 Inconsistency**

If there is an inconsistency between the Diners Club Electronic Access Conditions of Use and these terms and conditions, the Diners Club Electronic Access Conditions of Use prevail to the extent of that inconsistency.

### **18 Changes to these Terms and Conditions**

Diners Club may amend these terms and conditions (including the introduction of or amendments to fees) at any time by:

- (a) if the Diners Club Electronic Access Conditions of Use apply to the amendment, giving you 30 days written notice of the amendment in accordance with the Diners Club Electronic Access Conditions of Use; or
- (b) otherwise, by giving you prior written notice of the amendment as is reasonable in the circumstances. Such notice may be given to you by post, or press advertisement in a newspaper circulating in your State or Territory.

### **19 Notice**

- (a) The parties can give notice to each other under these terms and conditions by post, facsimile or in any manner permitted by law.

- (b) Where Diners Club gives notice to you by post, you agree that, unless otherwise stated in these terms and conditions, the notice is deemed to have been given to you:
  - (1) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
  - (2) if it is sent to your last known address according to Diners Club's records.
- (c) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by Diners Club to the Main Cardholder in accordance with these terms and conditions constitutes notice to the Additional Cardholder.

## **20 Waiver**

No failure or delay by Diners Club in exercising its rights under these terms and conditions constitutes a waiver of those rights. Any waiver by Diners Club must be in writing and signed by an officer of Diners Club.

## **21 Assignment**

Diners Club may assign its rights under these terms and conditions at any time without your consent. We will notify you in writing should we assign any of our rights, title and interest that relate to your account. This will not limit or reduce your rights under these terms and conditions. You cannot assign your rights under these terms and conditions without Diners Club's consent.

## **22 Diners Club Rewards**

If you are enrolled as a member in the Diners Club Rewards program, the Diners Club Rewards Terms and Conditions form part of these terms and conditions. In the event of an inconsistency between these terms and conditions and the Diners Club Rewards Terms and Conditions these terms prevail to the extent of the inconsistency.

## **23 General**

- (a) Diners Club Personal Cards are the property of Diners Club and are not transferable.
- (b) You must notify Diners Club immediately of any change of your name or address.



- (c) The Main Cardholder must if requested by Diners Club provide Diners Club with his or her employment and income details.
- (d) You agree that a certificate signed by an officer of Diners Club stating the amount owing by you to Diners Club is, subject to being shown to be incorrect, sufficient evidence of the amount owing.
- (e) These terms and conditions are governed by the laws of Victoria. You agree to submit to the nonexclusive jurisdiction of the courts of Victoria.
- (f) A commission may be paid by Diners Club to an agent for introducing you to Diners Club. The amount of any such commission is based upon your use of the Account or a Card and as such is unascertainable at this time.

## **24 Changing your details**

If you change your name or address, you must notify Diners Club as soon as possible by:

- (a) contacting Customer Service on 1 300 360 060, 24 hours a day seven days a week; or
- (b) sending Diners Club a written notice by faxing it to 02 8225 5008 or posting it to Customer Service Team, GPO Box 40, Sydney, NSW 2001.

## Fee Schedule Personal Cards

### Annual Membership Fee

- Main Card (Diners Club Branded Card only) \$135
- Additional Card \$50  
(Diners Club Branded Card only)
- Main Card (Diners Club Branded Card plus World MasterCard Card) (includes Rewards Program Fee) \$389
- Additional Card \$69  
(Diners Club Branded Card plus World MasterCard Card)

### Copy Document Fees

- Copy of Statement of Account \$4
- Copy of Charge \$4  
(other than International Charges)
- Copy of International Charge \$15
- Administration fee for disputed charges \$10<sup>^</sup>  
(Local Charge)
- Administration fee for disputed charges \$15<sup>^</sup>  
(International Charge)

### Cash Advance Fees

ATM/Over the counter Cash Advance –  
Within Australia

- less than \$100 advanced \$4
- \$100 or more advanced 4% of the  
amount advanced

ATM/Over the counter Cash Advance – International

- less than \$100 advanced \$4\*
- \$100 or more advanced 4% of the amount  
advanced\*

### Transaction Fees

- BPAY<sup>®</sup> \$0.75 plus cost of call
- Australia Post – pay over counter \$1.55  
(per cash or cheque payment)
- Club Direct (Direct debit on nominated date) Nil

- Foreign transaction fee for Diners Club Branded Card transactions (included in the exchange rate) 3%
- Foreign transaction fee for World MasterCard Card transactions (included in the exchange rate) 3.4%

### **Dishonoured Payments**

- Dishonoured cheque payment \$35
- Dishonoured Club Direct payment \$35

### **Diners Club Rewards Program**

- Diners Club Rewards Membership \$77  
(Fee made up of the Rewards Program fee of \$55 and the Rewards Operation fee of \$22. Not applicable for World MasterCard Card cardholders)

### **Other Fees**

- Fraud charges (Refer to clause 7(b) for details of when this is charged) \$150

If applicable, you may also be liable for Liquidated Damages, the amount of which are set out in clause 6 of these terms and conditions.

All fees payable pursuant to this Fee Schedule are non-refundable.

All amounts stated are inclusive of GST.

^ If you believe a charge is not valid, and after investigation it is found to be valid, an administration fee will apply.

\* Cash Advance Fees are calculated based on the Australian Dollar equivalent of the amount withdrawn. For cash advances in a currency other than Australian Dollars, the amount advanced will be converted into Australian Dollars in accordance with clause 2.6 of the Diners Club Personal Card Terms and Conditions.

® Registered to BPAY Pty Ltd ABN 69 079 137 518.

# Diners Club Rewards Program Terms and Conditions

## I Definitions

In the Terms and Conditions, unless the context otherwise requires:

**Account** means, in respect of a Member:

- (a) a Business Card Account in respect of which the Member has been issued a Card;
- (b) a Corporate Card Account in respect of which the Member has been issued a Card;
- (c) a Personal Card Account held by the Member; or
- (d) any other Diners Club Branded Product issued to, or held or purchased by, the Member.

**Additional Cardmember** means an individual to whom an additional or add-on Card is issued, at the request of the Member and who is authorised by the Member and Diners Club to transact on a Personal Card Account.

**Application Form** means the application form submitted to Diners Club, either directly or through a third party, under which the Organisation and the Cardholder requests that a Card be issued to the Cardholder.

**Authorised Person** means any director or company secretary of the Organisation or any person nominated by the Organisation to act as an "Authorised Person" in the Application Form or by written notice to Diners Club from time to time.

**Bonus Partner** means any person who agrees to provide Bonus Reward Points and/or provide Rewards. Details of current Bonus Partners can be found at [www.dinersclub.com.au](http://www.dinersclub.com.au).

**Bonus Reward Points** means the Reward Points that are earned, in addition to Reward Points awarded for Eligible Transactions on an Account, upon the acquisition of goods or services from Bonus Partners, by transacting on an Account, or as a result of any special promotional or incentive program offered by Diners Club or a Bonus Partner from time to time.

**Business Card Account** if applicable means:

- (a) if the Organisation's application for a Diners Club charge card Account is made using a Diners Club

Business Card Application Form; or

- (b) if Diners Club converts a Corporate Card Account to a Business Card Account pursuant to clause 18 of the Diners Club Business/Corporate Card Terms and Conditions, the Diners Club charge card business Account that is provided by Diners Club to the Organisation. A Business Card Account is designed for businesses which have or will have no more than 10 Cardholder's Accounts linked to the Organisation's Account.

**Card** means a valid Diners Club Branded Card or a World MasterCard Card.

**Card Account** means a Business Card Account, Corporate Card Account or a Personal Card Account.

**Cardholder** means the person who is shown on the Application Form as the person to whom the Card is to be issued.

**Corporate Card Account** if applicable means:

- (a) if the Organisation's application for a Diners Club charge card Account is made using a Corporate Card Application Form; or
- (b) if Diners Club converts a Business Card Account to a Corporate Card Account pursuant to clause 18 of the Diners Club Business/Corporate Card Terms and Conditions, the Diners Club charge card corporate Account that is provided by Diners Club to the Organisation. Designated Person means a person who is advertised by Diners Club as being permitted to receive a Reward Donation.

**Designated Person** means a person who is advertised by Diners Club as being permitted to receive a Reward Donation.

**Diners Club** means Diners Club Pty Limited  
ABN 35 004 343 051.

**Diners Club Branded Card** means a charge card issued to the Account and branded on the front with the Diners Club logo.

**Diners Club Branded Product** means an Account or other financial product offered, marketed or sold under the Diners Club brand and held in the name of an individual.

**Diners Club Rewards** means the rewards program offered by Diners Club as described in these Terms and Conditions.

**Eligible Transaction** means:

- (a) in the case of a Card Account:
  - (1) any purchase transaction made by the use of a Card and/or the Account;
  - (2) any cash advance;
  - (3) other transaction types Diners Club notifies you of from time to time; or
- (b) in the case of a Diners Club Branded Product any transaction type Diners Club notifies you of from time to time;
- (c) but in all cases excluding debits to an Account to pay:
  - (1) annual, joining and other Account fees;
  - (2) liquidated damages;
  - (3) late payment charges;
  - (4) the Rewards Membership Fee;
  - (5) government charges or duties (other than any GST included in an Eligible Transaction);
  - (6) other amounts nominated by Diners Club from time to time; and
  - (7) taxes (including any GST) payable in connection with any of the above amounts in this paragraph (c).

**Frequent Customer Program** means a loyalty program (for example, the Qantas Frequent Flyer Program) operated by a supplier or Bonus Partner.

**Frequent Customer Program Points** means points earned or capable of redemption under a Frequent Customer Program.

**GST** means any tax on goods or services imposed or assessed under legislation by the Commonwealth of Australia including but not limited to a tax imposed under A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

**Launch Date** means 12 November 2001.

**Member** or **you** means an individual who has enrolled in Diners Club Rewards and in whose name a Reward Points Record has been established by Diners Club.

**Non-Frequent Customer Program Reward** means a Reward other than Frequent Customer Program Points.

**Organisation** means the body corporate, firm, partnership, joint venture, association, governmental

agency, sole trader or other business entity that has requests the issue of the Card to the Cardholder.

**Person** includes a natural person, company, partnership, firm, joint venture, association, corporation or other body corporate, fund and any governmental agency.

**Personal Card Account** means a Diners Club charge card Account held in the name of an individual.

**Points Plus Charge Award** means an award redeemed via the Points Plus Charge process.

**Points Plus Charge** describes a process by which a Cardholder utilises cash in conjunction with a nominated number of Reward Points for the redemption of a "Points Plus Charge award" as identified by Diners Club.

**Qantas** means Qantas Airways Limited ABN 16 009 661 901.

**Qantas Frequent Flyer Points** means points earned or capable of redemption under the Qantas Frequent Flyer Program.

**Qantas Frequent Flyer Program** means the frequent flyer program operated by Qantas.

**Reward** means a Reward Donation or a reward, gift, voucher, or other benefit, including a Reward Certificate, the allocation of Qantas Frequent Flyer Points or other Frequent Customer Program Points and any other goods and services described in the Rewards Catalogue, that may be obtained by redeeming Reward Points.

**Reward Certificate** means a personalised certificate forwarded to the Member or designated person when a Reward claim is made by the Member or any person authorised by the Member to make the claim and usable at the merchant outlet and for the dollar value as nominated in the certificate.

**Reward Donation** means a cash donation to be made by Diners Club on behalf of a Member who elects to redeem Reward Points to make that donation to a Designated Person.

**Reward Points** means points, including Bonus Reward Points, added or subtracted from a Reward Points Record in accordance with the Terms and Conditions. Reward Points Record means the record Diners Club maintains in the Member's name detailing the number of Reward Points the Member has been allocated in accordance with the Terms and Conditions.

**Reward Points Record** means the record Diners Club maintains in the Member's name detailing the number

of Reward Points the Member has been allocated in accordance with the Terms and Conditions.

**Rewards Catalogue** means the full online catalogue available at [www.dinersclub.com.au](http://www.dinersclub.com.au) that includes details of:

- (a) Rewards that may be claimed by the Member and the Reward Points required to claim such Rewards;
- (b) how to claim Rewards; and
- (c) Bonus Reward Points that may be received from Bonus Partners, and includes any variations or supplements to any such catalogue.

**Rewards Membership Fee** means the annual nonrefundable Rewards Program fee and the annual nonrefundable Rewards Operations fee charged by Diners Club for membership of the Diners Club Rewards Program as set out in the Rewards Catalogue or the terms and conditions of your Account from time to time.

**Rewards Program Fee** means a fee relating to the awards options available in Diners Club Rewards. **Rewards Operations Fee** means a fee relating to the Diners Club Rewards IT operating platform implemented in September 2005.

**Rewards Operations Fee** means a fee relating to the Diners Club Rewards IT operating platform implemented in September 2005.

**Terms and Conditions** includes:

- (a) these terms and conditions;
- (b) any application form for enrolment as a member in Diners Club Rewards; and
- (c) the Rewards Catalogue.

**World MasterCard Card** means a MasterCard branded charge card issued to an Account.

## 2 Participation

- (a) To be eligible to be enrolled as a Member, a person must be:
  - (1) in the case of a Business Card Account, an individual who has been issued a Card on that Business Card Account and be authorised by the Organisation to be a Member; and
  - (2) in the case of a Corporate Card Account, an individual who has been issued a Card on that Corporate Card Account and be authorised by the Organisation to be a Member; and



- (3) in the case of a Personal Card Account, the individual in whose name the Personal Card Account has been opened; and
  - (4) in the case of a Diners Club Branded Product, the individual in whose name the Diners Club Branded Product has been opened or purchased.
- (b) If you apply to open an Account on or after the Launch Date, you may enrol in Diners Club Rewards. You can do this by opting to enrol as part of your application to open an Account or submitting an enrolment form.
- If you have not already accepted the Terms and Conditions, you accept the Terms and Conditions when you first apply to redeem Reward Points for a Reward.
- (c) If you apply to open an Account linked to a Business Card Account on or after 8 June 2003 you will be automatically enrolled as a Member and are subject to the Terms and Conditions (including the Rewards Membership Fee) for as long as you have an Account which is linked to that Business Card Account.
- (d) Unless waived by Diners Club, the Rewards Membership Fee:
- (1) is payable annually;
  - (2) will first be charged to one of your Accounts on the date Diners Club establishes your Reward Points Record; and
  - (3) will thereafter be charged to any of your Accounts and appear in the statement of account for that Account issued in the month preceding each anniversary of that date.

### **3 Accumulation of Reward Points**

- (a) You will accrue Reward Points in respect of any Card Account, on Eligible Transactions which occur on and from the date you are enrolled as a Member. You will not be able to redeem any Reward Points that have accrued until those Reward Points are allocated to your Reward Points Record. The number of Reward Points (excluding Bonus Reward Points) awarded is calculated by reference to the Australian dollar value of the Eligible Transactions (inclusive of any taxes, including any GST, included on the Eligible Transaction) indicated in your Account statement

at the rates as advised to you from time to time in accordance with clause 16(b). Diners Club may, by prior notice to you, increase or decrease these rates from time to time for selected Eligible Transactions or otherwise as part of special promotions.

- (b) Subject to the Terms and Conditions, Reward Points which have accrued will only be allocated to your Reward Points Record on the condition that at the time of allocation you are not in default or in arrears under any of your Account terms and conditions. If you or the Account holder only partially satisfy the payment obligations for an Account, Diners Club may choose not to allocate Reward Points to your Reward Points Record until those payment obligations are satisfied in full.
- (c) Bonus points promotions may be offered from time to time. This may include the allocation of Bonus Reward Points for purchasing qualifying goods or services from a Bonus Partner by transacting on an Account. The terms of any such promotional or incentive program will be advertised or notified to participants of the promotional or incentive program. Normally Bonus Points will not be earned on transactions made using a World MasterCard Card.
- (d) Bonus Reward Points will accrue when you satisfy the conditions that apply to the accrual of those points. Accrued Bonus Reward Points will be allocated to your Reward Points Record once Diners Club receives all necessary information relating to the accrual of those points from the relevant Bonus Partner and you have satisfied your payment obligations for your Account. Generally, Bonus Reward Points will be available for redemption within 45 days after you satisfy the conditions that apply to the accrual of those points. However, if you or the Account holder only partially satisfy your payment obligations for an Account, Diners Club will not allocate Bonus Reward Points to your Reward Points Record until those payment obligations are satisfied in full.
- (e) For Bonus Points to accrue and be allocated, an Eligible Transaction must be made with the Bonus Partner and at one of its outlets situated within Australia.

- (f) Your Reward Points Record will be adjusted to reflect refunds or reimbursements or other circumstances that result in a payment reversal being issued to an Account (for example, because of a dishonoured cheque or direct debit reversal).
- (g) Reward Points accrue in the name of the Member only. Reward Points earned by an Additional Cardmember are allocated to the Member's Reward Points Record.
- (h) Reward Points are not transferable to any other person or to any other Reward Points Record.
- (i) If you have a Personal Card Account and you receive a monthly statement of account your Rewards Points balance will appear on your statement. Otherwise you may get your Rewards Points balance at any time by going to [www.dinersclub.com.au](http://www.dinersclub.com.au). Or you can call Diners Club on 1 300 360 060.
- (j) Your Account statement will show the total number of Reward Points accrued on that Account as at the Account statement date.

#### **4 Duration and Loss of Reward Points**

- (a) Subject to the Terms and Conditions, Reward Points may be redeemed at any time.
- (b) You can elect not to participate in, or to cancel, your membership of Diners Club Rewards by calling Diners Club on 1 300 360 060.
- (c) If all your Accounts are terminated by Diners Club, you will become ineligible to participate in Diners Club Rewards. All Reward Points recorded in your Reward Points Record will not be redeemable, and will be cancelled and forfeited as at the date of cancellation.
- (d) If you lawfully terminate or cancel all of your Accounts or elect not to participate in, or cancel your membership of, Diners Club Rewards, Reward Points recorded in your Reward Points Record will not be redeemable and will expire and be forfeited 12 months after the date of such termination, election or cancellation unless you re-enrol as a Member during that 12 month period.
- (e) Diners Club reserves the right to suspend or exclude you from participation in Diners Club Rewards, or

to terminate your membership of the Diners Club Rewards, if Diners Club reasonably believes that:

- (1) you have, or an Additional Cardmember has, breached the Terms and Conditions or the Terms and Conditions of an Account (including if you fail to pay Diners Club for charges (for example, the Rewards Membership Fee) on a statement of Account); or
- (2) any person has engaged or may engage in fraudulent conduct, or conduct is suspected to be fraudulent, in relation to an Account, your Reward Points Record or a claim for redemption of Reward Points allocated to you, however we will not take that action unless we believe that you were involved with the suspected fraud or have benefitted from it.

If we cancel your right to participate in Diners Rewards, your accrued Rewards Points will be cancelled and your right to earn Points will be cancelled. If your Account is suspended no Points can be earned during the period of suspension. If your Account returns to good standing following a period of suspension, we will reinstate your right to participate in Diners Club Rewards however we may cancel any Points that we reasonably believe were not properly earned.

- (f) In the case of a Business Card Account, the Business Card Account holder may at any time elect, by giving prior written notice to Diners Club, to cancel, with effect from the date nominated in the notice, the entitlement of a member who has been issued a Card linked to that Business Card Account to accrue and be allocated Reward Points in respect to any Eligible Transaction made after the nominated date.
- (g) In the case of a Corporate Card Account, the Corporate Card Account holder may at any time elect, by giving prior written notice to Diners Club, to cancel, with effect from the date nominated in the notice, the entitlement of a member who has been issued a Card linked to that Corporate Card Account to accrue and be allocated Reward Points in respect to any Eligible Transaction made after the nominated date.

## 5 Reward Redemption

- (a) Rewards may only be redeemed, in respect of Reward Points allocated to your Reward Points Record, in accordance with the Rewards Catalogue current at the time you claim a Reward.
- (b) Diners Club may, at any time, reissue, vary or add to the current Rewards Catalogue to withdraw, limit, modify, cancel or increase the availability of any Reward, to alter the number of Reward Points required to claim a Reward, or to impose restrictions or conditions upon obtaining any Reward. Diners Club will ensure that the Rewards Catalogue remains valid for a period of at least 30 days post its publication.
- (c) Reward Points used to claim a Reward will be deducted from the Member's Reward Points Record at the time Diners Club receives the claim. Reward Points are deducted in order of oldest to newest accumulated Reward Points.
- (d) Selected Rewards may be redeemed by the use of a "Points Plus Charge" contribution in conjunction with the nominated number of Reward Points as specified in the Rewards Catalogue. The Points Plus Charge contribution will be billed directly to your Account and will appear on your next statement of account. The Reward will not be available until the Points Plus Charge contribution has been authorised by Diners Club. The payment in relation to the Points Plus Charge contribution will be an Eligible Transaction for the purposes of earning further Reward Points.
- (e) While we endeavour to ensure that Rewards are available in sufficient quantities to meet demand, we do not undertake to ensure that unlimited quantities will be available. Limited availability or restrictions may apply to some Rewards. If we are aware of the restrictions, we will include information about it in the Rewards Catalogue.
- (f) Unless otherwise stated, installation and/ or service of Reward items are not included when a Reward is redeemed.
- (g) Rewards include only those features described in the Rewards Catalogue.

- (h) No Reward can be obtained or claimed where you have failed to make any payment required in accordance with the terms and conditions of your Account.
- (i) Rewards cannot be claimed jointly or by pooling Reward Points with another Member.
- (j) Where you have accumulated the required number of Reward Points you may claim a Reward in accordance with the Terms and Conditions.
- (k) When claiming a Non-Frequent Customer Program Reward, you may request Diners Club to provide that directly to a person nominated in writing by you. Once such a nomination is made it cannot be altered or revoked.
- (l) A request or claim for Reward redemption cannot be altered or revoked.
- (m) Any person other than the Member is eligible to redeem Reward Points accrued on the Member's Reward Points Record on behalf of the Member if the Member has signed an authorisation acceptable to Diners Club. Authorisation can only be changed by the Member in writing to Diners Club. Any such person so authorised by the Member cannot incur freight or make a Points Plus Charge Contribution on behalf of the Member.
- (n) Upon redeeming a Reward, the Member releases Diners Club from any liability in respect of the redemption or use of such Reward.
- (o) Redeemed Rewards are not exchangeable for other Rewards, refundable, replaceable or transferable for cash or credit.
- (p) Reward Points can be redeemed for, or converted to, cash only if you irrevocably direct Diners Club to pay, on your behalf, a Reward Donation. Redemptions for Cashback will be credited to the outstanding balance of your Diners Club Card Account. Cashback will take up to 14 days to process and will appear on the Cardholder's forthcoming Account Statement. Cashback is only applicable to the Primary Diners Club Card Account and is not transferable to other Accounts. Otherwise, Reward Points cannot be redeemed for, or converted to, cash. Reward Points are not property and have no cash or monetary value.

- (q) If you make a request to redeem Points by using our call centre, you will require an additional number of Points, which will be advised at the time the request is made.

## **6 Reward Certificates**

- (a) Diners Club may issue you with a Reward Certificate when you claim certain Rewards. Upon Diners Club approving a claim for such a Reward, Diners Club will issue you or your nominee with a certificate that will entitle you or your nominee to receive the Reward from the relevant supplier. You must abide by any terms and conditions that govern the Reward Certificate.
- (b) A Reward Certificate is valid for the duration specified on the Reward Certificate or, where no duration is specified, for six months from the date of issue of the Reward Certificate. A Reward Certificate cannot be used after it expires.
- (c) Diners Club will issue any Reward Certificate you claim by sending the Reward Certificate by mail to your last known postal address, unless you otherwise request at the time of the claim.
- (d) The issue of a Reward Certificate does not constitute a reservation in respect of any Reward requiring a reservation with the participating supplier. You are responsible for making all reservations with the participating supplier. You should be aware that some suppliers may charge you a cancellation fee if a reservation is cancelled. The terms and conditions of a reservation are governed by the terms of the contract between you and the supplier.
- (e) Reward Certificates are issued by organisations other than Diners Club (such as a Member Establishment). Diners Club does not represent to you that a supplier will accept a Rewards Certificate, however if a supplier refuses to accept a Reward Certificate, Diners Club will, upon return of the Reward Certificate to Diners Club, recredit you with the same number of Rewards Points redeemed to claim the Reward.
- (f) A Reward Certificate cannot be replaced if lost, stolen or destroyed. A Reward Certificate is void if reported lost or stolen, altered, incomplete or defective in any way.

- (g) The original Reward Certificate issued by Diners Club must be presented to the relevant Reward supplier when claiming your Reward. Photocopies, facsimiles or any other reproduction of the Reward Certificate will not be accepted.

## **7 Delivery of Rewards and Reward Certificates**

- (a) Processing and delivery of Rewards and Reward Certificates may take up to 28 days. Delivery may be subject to proof of receipt conditions. Diners Club is unable to confirm delivery times or dates for Rewards or Reward Certificates.
- (b) If a Reward arrives in a damaged or faulty form you must notify Diners Club on 1 300 360 060 within seven days of receipt providing full details of the defect including the name of the carrier. Diners Club may require you to confirm in writing, with supporting or other evidence, the details of any error you believe has occurred.

## **8 Redeeming Qantas Frequent Flyer Program Rewards**

- (a) The following additional terms and conditions apply if the Reward you request to redeem is an allocation of Qantas Frequent Flyer Points:
  - (1) You are not eligible for this Reward unless you are a member of the Qantas Frequent Flyer Program. Membership of Diners Club Rewards does not entitle you to membership of the Qantas Frequent Flyer Program. You must apply separately for membership of the Qantas Frequent Flyer Program. A membership fee applies. Membership of the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Program Rules and Terms and Conditions.
  - (2) One Reward Point may be redeemed for one Qantas Frequent Flyer Point. The minimum number of Reward Points that can be redeemed for Qantas Frequent Flyer Points at any time is 10,000. Reward Points may only be redeemed in exact block multiples of 10,000 for Qantas Frequent Flyer Points.



- (3) Reward Points may only be redeemed for 41 Qantas Frequent Flyer Points by a Member and credited to their Qantas Frequent Flyer account. Qantas Frequent Flyer Points allocated as a result of redeeming Reward Points cannot be allocated to the Qantas Frequent Flyer account of any person other than the Member, including any Additional Cardmember, even where the Reward Points being redeemed were earned through Eligible Transactions conducted by Additional Cardmembers.
- (4) Your request to redeem under this clause 8 will not be successful unless your Member name, membership number and member address are identical to those details appearing in your Frequent Flyer Program points record.
- (5) The allocation of Qantas Frequent Flyer Points as a result of the redemption of Reward Points cannot be cancelled or reversed.
- (6) All Qantas Frequent Flyer Points allocated as a result of the redemption of Reward Points will be governed by the Qantas Frequent Flyer Program Rules and Terms and Conditions.
- (7) Commencing 1 April 2009, to redeem for Qantas Frequent Flyer Points you must hold:
  - (a) A Personal Card Account that is jointly linked to the same Diners Club Rewards Account as a Business Card Account.
  - (b) A Business Card or Corporate Card Account that is linked to a Rewards Account.
- (b) The following additional terms and conditions apply if the Reward you request to redeem is membership to the Qantas Frequent Flyer Program or the Qantas Club.
  - (1) Qantas Frequent Flyer Program membership and Qantas Club membership are subject to approval by Qantas. Membership in Diners Club Rewards does not provide automatic membership in the Qantas Frequent Flyer Program or the Qantas Club. There are membership fees for both the Qantas Frequent Flyer Program and the Qantas Club.

- (2) Membership of the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Program Rules and Terms and Conditions. Membership to the Qantas Club is subject to the Qantas Club Terms and Conditions.
- (c) This clause 8 prevails to the extent of any inconsistency between this clause 8 and any other provision of the Terms and Conditions.

## **9 Redeeming Reward Points for Rewards provided under other Frequent Customer Programs**

- (a) The following additional terms and conditions apply if the Reward you request to redeem is an allocation of Frequent Customer Program Points under a Frequent Customer Program other than the Qantas Frequent Flyer Program:
  - (1) You are not eligible for this Reward unless you are a member of the relevant Frequent Customer Program. Membership of Diners Club Rewards does not entitle you to membership of any Frequent Customer Program. You must apply separately to the relevant supplier for membership of the Frequent Customer Program offered by that supplier. A membership fee may apply.
  - (2) Redemption rates and the minimum number of Reward Points that can be redeemed for Frequent Customer Program Points may differ between Frequent Customer Programs. The Rewards Catalogue contains information about specific Frequent Customer Programs.
  - (3) Reward Points may only be redeemed for Frequent Customer Program Points by a Member and credited to their Frequent Customer Program account. Frequent Customer Program Points allocated as a result of redeeming Reward Points cannot be allocated to the Frequent Customer Program account of any person other than the Member, including any Additional Cardmember, even where the Reward Points being redeemed were earned through Eligible Transactions conducted by Additional Cardmembers.
  - (4) The allocation of Frequent Customer Program Points as a result of the redemption of Reward

Points cannot be cancelled or reversed.

- (5) All Frequent Customer Program Points allocated as a result of the redemption of Reward Points will be governed by the terms and conditions of the relevant Frequent Customer Program.
  - (6) Diners Club will endeavour to take necessary action to transfer points to Frequent Customer Programs within 28 days of your request, however where it does not control the Frequent Customer Program it is not able to ensure that the transfer will be processed promptly. If the Frequent Customer Program does not credit you with the Transferred Points, Diners Club will endeavour to obtain a refund of the value that it provides to the Frequent Customer Program, and if it obtains a refund, will recredit any Reward Points in accordance with these Terms and Conditions.
- (b) The following additional terms and conditions apply if the Reward you request to redeem is membership to a Frequent Customer Program:
- (1) Frequent Customer Program membership is subject to approval by the relevant supplier or Bonus Partner. Membership in Diners Club Rewards does not provide automatic membership in any Frequent Customer Program. There may be membership fees for a Frequent Customer Program.
  - (2) Membership of a Frequent Customer Program is subject to the terms and conditions of that program.

## **10 Take Flight Cashback**

- (a) In order to be eligible to redeem Reward points for Take Flight Cashback, you must have made a travel purchase on your Diners Card within 30 days immediately before the date of your request to redeem for Take Flight Cashback (referred to from this point as the "Travel Purchase").
- (b) The maximum amount in Take Flight Cashback that you may redeem Reward points for is an amount equivalent to the dollar value of the Travel Purchase.
- (c) For a Take Flight Cashback claim, you must redeem a minimum of 5,000 Reward points.

- (d) You should allow up to 14 days for Take Flight Cashback to be processed. The amount of any Take Flight Cashback credited to your Account is set off against the outstanding balance of your Account on your next Statement due date.
- (e) Reward points are not earned on any Take Flight Cashback amount credited to your Account.

## **11 Limitation of Liability**

- (a) All descriptions of Rewards in the Rewards Catalogue are based on information provided by Bonus Partners and other suppliers and Diners Club expressly disclaims any responsibility and liability for any inaccuracy or misdescription contained in it unless Diners Club is actually aware of the inaccuracy or misdescription.

## **12 Warranties**

- (a) We give no warranty (whether express or implied) whatsoever with respect to Rewards provided by third parties. Rewards will normally come with warranties from the supplier or manufacturer of the Rewards and any claims in respect of those Rewards should be made with those suppliers or manufacturers. In particular, we do not represent that any particular Reward is suitable for the purpose for which you intend to use it. This clause does not prevent you from claiming against us for Rewards manufactured by us.
- (b) You must direct any inquiry requiring the use, repair or servicing of a Reward to the supplier or manufacturer of the Reward.

## **13 Taxation**

- (a) Diners Club accepts no liability in respect of any income taxation liability arising from the redemption of Rewards.
- (b) Diners Club gives no warranty as to, and accepts no responsibility for, the ultimate taxation treatment of Rewards.
- (c) Diners Club Reward Points reflect the impact of GST (where applicable) on the purchase price of Rewards paid by Diners Club. Therefore no further GST will apply on redemption of Reward Points by you.

- (d) Any liability for tax (for example, any fringe benefits tax), stamp or other duty or other government charge or reporting requirement that applies in connection with the redemption of Reward Points or any Reward (including in connection with the redemption of Frequent Customer Program Points for rewards under a Frequent Customer Program (for example, taxes (including GST), levies and charges associated with airline tickets)) or other benefit derived by the Member, any Additional Cardmember or a nominee as a result of the Member's participation in Diners Club Rewards is that person's sole responsibility.

## **14 General**

- (a) Diners Club may at any time suspend or terminate Diners Club Rewards by giving you 90 days prior written notice of the suspension or termination. If suspension or termination is caused by changes imposed by third parties, Diners Club may not be able to give you 90 days prior notice but will use reasonable endeavours to give you reasonable notice of the suspension or termination. If Diners Club terminates or suspends Diners Club Rewards, you are entitled to exit the Rewards program without penalty. Any Reward Points accrued on the Member's Reward Points Record will be forfeited and void from the date of termination. A pro rata rebate of your membership fees will apply. No entitlement will accrue in respect to any Eligible Transaction made after termination of Diners Club Rewards or during any period of suspension of Diners Club Rewards.
- (b) Diners Club reserves the right to vary the Terms and Conditions (including to introduce or vary a fee or charge) from time to time by giving you at least 30 days prior written notice. If a change will result in a significant reduction to the benefits which Diners Club provides in the Rewards Program, we will give you 90 days notice of that change. If the benefit is provided by a third party we will use reasonable endeavours to provide you with notice that is reasonable in the circumstances. Any such variation will come into effect on the date set out in the notice of variation.

- (c) Diners Club shall be entitled to appoint an agent or contractor to operate all or part of Diners Club Rewards on its behalf. You consent to Diners Club supplying any agent or contractor with such information as is required for them to perform their duties.
- (d) If you believe that an error has occurred in relation to any claim you make for a Reward or the accrual or allocation of Reward Points, you should contact Diners Club on 1 300 360 060. Diners Club may require you to confirm in writing, with supporting sales receipts or other evidence, the details of any error you believe has occurred.
- (e) If you have any complaints or queries in relation to the Reward (including in relation to the quality, fitness for purpose or loss or damage arising from use of the Reward) you should contact the supplier of the Reward.

# Diners Club Electronic Access Conditions of Use

These terms and conditions form part of the contract relating to the use of your Diners Club Personal Card and the Account.

They apply when you make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- you use a code, PIN, password, your Diners Club Personal Card or card details to make the funds transfer; and
- your signature is not used to authorise your transaction.

Please note that a funds transfer includes a range of transactions such as a purchase, payment or cash advance..

## I Definitions

Words and phrases defined in your Diners Club Personal Card Terms and Conditions will have the same meaning when used in these Conditions of Use (unless also defined below) and the following definitions will also apply, unless the context requires otherwise.

**Access Method** means a method which we authorise you to use to give us instructions to charge the Account and which requires you to use one or more of your Diners Club Personal Card, Diner Club Card details, a PIN or other Code. It does not include any method where you authorise the transaction by signing a voucher or other document.

**ATM** means an automatic teller machine.

**Code** means any information which is intended to be known only by you and us, we require you to keep secret and which is used to access the Account using Electronic Equipment It includes your PIN.

**Conditions of Use** means the Diners Club Electronic Access Conditions of Use.

**EFT institution's equipment** means any electronic equipment and any electronic system, communications system or software controlled by or on behalf of an institution that subscribes to the EFT Code of Conduct to facilitate EFT transactions.

**EFT transaction** means an electronic funds transfer initiated by you by giving us an instruction (directly or indirectly), through electronic equipment (such as an ATM or POS, computers, television and telephone), to debit the Account.

**Electronic Equipment** includes electronic terminals (such as ATMs and POS), computers, television and telephone.

**Electronic funds transfer** means a transfer of value to or from the Account (regardless of whether the Account has a debit or credit balance before or after the transfer of value).

**ePayment Code** means the Electronic Funds Transfer Code of Conduct published by the Australian Securities and Investments Commission on 1 April 2001 (as amended from time to time).

**PIN** means personal identification number used in conjunction with your Diners Club Card at an ATM if your Account has Cash Advance enabled or any information which is intended to be known only by you and Diners Club which is used to access the Account using Electronic Equipment.

**POS** means an electronic point of sale terminal.

## **2 Diners Club warranty**

We warrant to you that we will comply with the requirements of the EFT Code of Conduct, where those requirements are relevant to our dealings with you.

## **3 Using your Diners Club Personal Card or Account electronically**

(a) These terms and conditions form part of the contract relating to the use of your Diners Club Personal Card and the Account. They apply when you make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- you use a code, PIN, password, your Diners Club Personal Card or card details to make the funds transfer; and



- your signature is not used to authorise your transaction.

Please note that a funds transfer includes a range of transactions such as a purchase, payment or Cash Advance.

- (b) You can charge amounts to the Account (for example, making a purchase, obtaining a Cash Advance or paying a bill) electronically using:
  - (1) your Diners Club Card and your PIN at
    - (i) an ATM (but only if your Account has Cash Advance enabled); or
    - (ii) at a POS.
  - (2) your Diners Club Personal Card details (which may include your card number and expiry date) on-line or over the phone with Member Establishments who allow you to do on-line or over the phone card transactions; or
  - (3) any other method authorised or approved by us.

## **4 Transaction Limits**

- (a) We may impose, or change, transaction limits that apply to your use of your Diners Club Personal Card or the Account. We will tell you of any change to the limits we impose in the manner set out in clause 6 below.
- (b) The transaction limits applicable to Cash Advance are set out in clause 5.
- (c) Member Establishments and other financial institutions may also impose additional restrictions or transaction limits.

## **5 Cash Advance**

### **5.1 Access**

- (a) You can make withdrawals (that is, obtain a Cash Advance) from the Account using your Diners Club Personal Card and PIN at ATMs that accept Diners Club Personal Cards if your Account has Cash Advance enabled. To obtain a Cash Advance you must apply to us, and be allocated a PIN.
- (b) If you make a cash withdrawal and there is a difference between the amount of cash dispensed by the ATM and the amount shown on the receipt, you must report this to us as soon as possible. You can make your report to us by calling Customer Service on 1300 360 060.

- (c) You accept that:
  - (1) the use of Cash Advance may be subject to other limitations imposed by a Member Establishment or Diners Club, including restrictions on the type of EFT transactions that can be carried out at its ATM;
  - (2) not all ATMs will have money available; and
  - (3) any money dispensed to you at an ATM is at your risk once it becomes available for you to collect.

## **5.2 Transaction limits**

We limit the amount of cash advances which you can make from an ATM in the following manner:

- (a) a daily limit of AU\$400 applies for a continuous 24 hour period from the time of the initial transaction; and
- (b) a weekly limit of AU\$1,000 applies for a continuous seven day period from the date of the initial transaction; and
- (c) a monthly limit of AU\$2,000 applies for a continuous 30 day period from the date of the initial transaction.

## **5.3 Fees and Charges**

- (a) Each Cash Advance which you make incurs the fees and charges set out in the Diners Club Fee Schedule. This is charged to the Account.
- (b) When using a domestic or an overseas terminal you may be levied an additional surcharge from the ATM owner.
- (c) Please note that if you use an ATM in Australia that is not a Citibank or Westpac branded ATM, the ATM owner may charge you directly for the use of their ATM.

## **6 Changes to these Conditions of Use**

- (a) Diners Club may change these Conditions of Use at any time.
- (b) Diners Club will give you at least 30 days (or any longer period required by legislation) prior written notice of any change that:
  - (1) imposes or increases a charge you have to pay for using an Access Method or issuing an additional or replacement Access Method;

- (2) increases your liability for losses relating to an EFT transaction; or
  - (3) imposes, removes or adjusts the daily or other transaction limits applicable to the use of an Access Method, an account or Electronic Equipment.
- (c) Diners Club will give you reasonable advance notice of any other change by:
- (1) notice on or with your statement of account;
  - (2) other notice in writing;
  - (3) press advertisement;
  - (4) notice on or adjacent to ATMs; or
  - (5) any other method permitted or required by law.
- (d) Diners Club does not have to give you advance notice where an immediate change to these Conditions of Use is necessary to restore or maintain the security of our system or the account.

## **7 Records of EFT transactions**

### **7.1 Receipts**

- (a) If an EFT transaction is conducted by voice communication (for example, over the phone), you will (subject to clause 7.1(d)) receive a verbal receipt at the time of the EFT transaction.
- (b) If an EFT transaction is conducted otherwise than by voice communication (for example, through an ATM or a POS), you will (subject to clause 7.1(d)) receive a receipt for that EFT transaction at the time of the transaction, unless you specifically choose not to receive a receipt.
- (c) Each receipt will contain all information required to be given to you under the ePayments Code.
- (d) Where an EFT transaction is made using equipment that is not an EFT institution's equipment and which does not communicate with us, we cannot ensure that you receive a receipt, however, we will use our best endeavours to ensure that you do.
- (e) We recommend that you keep all receipts and receipt information for your records and check it against information in your statements of account.

## 8 Diners Club Personal Card and Code Security Guidelines

The Security of your Diners Club Personal Card and your PIN is very important.

This clause outlines your basic obligations concerning Diners Club Personal Card and PIN Security and contains some suggestions to help you meet these obligations.

If you do not keep your Diners Club Personal Card and PIN secure, you may be liable for transactions on the Account that were not made by you, however your liability will be determined under the ePayments Code and not these guidelines.

- (a) It is your responsibility:
  - (1) not to allow anyone else to use your Diners Club Personal Card or details of your Diners Club Personal Card;
  - (2) not to disclose your PIN to any other person;
  - (3) not to record your PIN on your Diners Club Personal Card;
  - (4) not to record your PIN on any article carried with your Diners Club Personal Card or any article which is liable to loss or theft at the same time as loss or theft of your Diners Club Personal Card (unless your PIN is reasonably disguised); and
  - (5) not to allow any other person to see you entering your PIN when using an ATM or a POS.
- (b) If you cannot memorise your PIN, you may record it, as long as the recorded PIN is reasonably disguised. As a guide, we do not consider the following examples provide a reasonable disguise:
  - (1) reversing the number sequence of your PIN;
  - (2) disguising your PIN as a telephone number and recording the disguised number conspicuously away from other telephone numbers;
  - (3) disguising your PIN using alphabetical letters, eg. A=1, B=2, C=3 etc;
  - (4) disguising your PIN using the following combinations:
    - (A) a birth date;
    - (B) a car registration number; or

- (C) your name or the name of a friend or family member;
- (5) recording the disguised PIN on your Diners Club Personal Card; and
- (6) describing your disguised PIN as a 'code record', 'code', 'PIN', 'password', 'username' or other similar terms.

There may be other ways to disguise your PIN that are not reasonable disguises. Please remember that if you disguise or record your PIN, and that disguise is not a reasonable one, whether or not that disguise is mentioned above, you may be liable for any unauthorised transactions on the Account that result from the fact that someone else knows your PIN.

- (c) You must not store your PIN in any electronic device (such as a personal computer or electronic organiser) which another person may easily access.

## **9 Things you must tell Diners Club**

- (a) If you know or suspect that your:
  - (1) Diners Club Personal Card has been lost, stolen or used in an unauthorised way;
  - (2) your Diners Club Personal Card number has been used in an unauthorised way; or
  - (3) PIN has become known to someone else, you must tell us immediately by contacting Customer Service, 24 hours a day on 1300 360 060 if calling within Australia or reverse charges on 61 3 8643 2210 if calling outside Australia.
- (b) At the time of your report, you will be given a notification number (or other form of acknowledgment) which you should write down and keep as evidence of the date and time of your report. You must confirm your report in writing to Diners Club as soon as possible by faxing your report to 1300 550 203 or posting it to Fraud Security Team, PO Box A70, Sydney South, NSW, 1234.
- (c) If our notification (including telephone) facilities are not available during a particular period, any losses occurring during that period that are a result of us not receiving notification that your Diners Club Personal Card (or card number) has been lost,

stolen or used in an unauthorised way or your PIN has become known to someone else are deemed to be our liability, provided notification is made to us within a reasonable time of the notification facility again becoming available.

## 10 Liability for unauthorised transactions

### 10.1 Application of this clause

**Warning:** If the security of your Diners Club Personal Card or PIN is compromised, for example, if you lose your Diners Club Personal Card and PIN, someone else may be able to draw against your available credit or authorise a transaction against your Account.

This clause 10 applies in relation to any EFT transaction that is charged to the Account and has not been authorised by you. We call these unauthorised transactions. They do not include any transactions carried out by you or by anyone performing a transaction with your knowledge and consent.

### 10.2 Where you are not liable

- (a) You will not be liable for losses that:
- (1) are caused by the fraudulent or negligent conduct of our employees or agents or those of companies involved in networking arrangements or of Member Establishments or their agents or employees;
  - (2) relate to any part of an access method (such as an ATM, Diners Club Personal Card or PIN) that is forged, faulty, expired or cancelled;
  - (3) occur before you have received your Diners Club Personal Card or PIN;
  - (4) result from a transaction being incorrectly debited more than once to the Account; or
  - (5) result from an unauthorised transaction that occurs after you have notified us that your Diners Club Personal Card has been misused, lost or stolen or that the security of your PIN has been breached.
  - (6) all losses incurred on any Accounts that the account holder and we had not agreed could be accessed using the Access Method.

- (b) You will also not be liable for losses resulting from an unauthorised transaction where it is clear that you have not contributed to the loss.

### **10.3 When you will be liable**

- (a) If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
  - (1) through your fraud;
  - (2) by failing to take reasonable precautions to protect the security of your PIN or Code including by not following the guidelines set out in clause 8 of these terms.

You will be liable for the actual losses which occur before we are notified that your Diners Club Personal Card has been misused, lost or stolen or that security of your PIN had been breached, except for:

- (A) that part of the losses incurred on any one day which is more than the applicable daily transaction limit(s);
  - (B) that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) applicable to that period;
  - (C) that portion of the total losses incurred on the Account which exceeds the balance of the Account including any pre-arranged credit limit;
  - (D) losses incurred on any accounts which we and the account holder had not agreed could be accessed using the Access Method; or
  - (E) losses incurred as a result of conduct that we expressly authorised you to engage in.
- (b) If there is a loss caused by an unauthorised transaction and you have contributed to that loss by unreasonably delaying notification of:
    - (1) the misuse, loss or theft of your Diners Club Personal Card; or
    - (2) the fact that the security of your PIN has been compromised

You will be liable to us for the actual losses incurred which occur between:

- (i) the time you first became aware that the security of your PIN had been compromised or the time you should reasonably have become aware of the loss or theft of your Diners Club Personal Card; and
- (ii) the time at which we are actually notified of the relevant event, except for:
  - (A) that part of the losses incurred on any one day which are more than the applicable daily transaction limits);
  - (B) that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) applicable to that period; and
  - (C) that portion of the total losses incurred on the Account which exceeds the balance of the Account;

#### **10.4 When you may be liable**

Where it is unclear whether or not you have contributed to losses caused by an unauthorised transaction, the Account holder's liability for losses arising from the unauthorised transaction will be limited to the lesser of:

- (a) AU\$150;
- (b) the balance of the Account, including any prearranged credit; and
- (c) the actual loss at the time we are notified of the loss, theft or unauthorised use of your Diners Club Personal Card or that the security of your PIN has been compromised (but not that portion of the loss incurred on any one day which exceeds the daily or other periodic transaction limit).

#### **10.5 Additional holders**

Where you are an Additional Cardholder, you are not liable under this clause 10 for any losses arising as a result of an unauthorised transaction using the Main Cardholder's Diners Club Personal Card or card details.

#### **11 We are not liable**

We are not liable for the refusal of any Member Establishment to accept your Diners Club Personal Card or Account and, to the extent permitted by law, are not responsible for the goods and services supplied by a Member Establishment. Any complaints concerning the



goods and services must be resolved with the Member Establishment. You may however, have the right in certain circumstances to claim a chargeback of the transaction. You should contact Diners Club for more information.

## **12 Failure of Diners Club's system or equipment**

- (a) Subject to condition 12(b), we are responsible to you for any loss caused by a failure of an EFT institution's equipment to complete a transaction accepted by that equipment in accordance with your instructions.
- (b) If you were aware, or should have been aware, that the EFT institution's equipment was unavailable for use or malfunctioning, then our responsibility may be limited to correcting errors in the Account and refunding any charges or fees imposed on you as a result.

## **13 Complaint investigation and resolution procedures**

To the extent that a dispute or complaint relates to an EFT transaction, this clause 13 applies, and clause 10(b) of your Personal Card Terms and Conditions does not apply.

- (a) You should contact us **immediately** if you think that there may be an error on the Account (including an account statement) or if you have experienced any other problem concerning use of your Diners Club Personal Card or the Account. It is essential that you give us all the information that you have to help us resolve your concern. You agree that, when you contact us, you will provide us with all relevant information that we require.
- (b) We may require you to confirm in writing the information you have provided.
- (c) We will promptly look into the matter and decide what course of action should be followed, if your complaint is not immediately settled to the satisfaction of both you and us, we will tell you of the steps you must take so that an investigation may proceed unless we determine within 7 business days of receipt of the complaint that you are either not

liable for the amount disputed or that you are liable under clause 10.3(a). We will advise you in writing of our procedures for the investigation and resolution of the complaint.

- (d) Within 21 days of receiving relevant details of your complaint we will either:
  - (1) complete our investigation and tell you in writing of the outcome; or
  - (2) tell you in writing that we need more time to complete our investigation.

Unless there are exceptional circumstances, we should complete our investigation within 45 days of you giving us the relevant details of the complaint.

- (e) If there are exceptional circumstances where we do not complete the investigation within 45 days, we will:
  - (1) inform you of the reasons for the delay;
  - (2) give you monthly updates on the progress of your complaint; and
  - (3) specify when a decision can reasonably be expected, unless we are waiting for a response from you and you have been advised that such a response is required.
- (f) We may seek to resolve your complaint by exercising our rights under the rules of the card scheme. If we do this, the time limits described above will change. We will tell you, in writing, of the revised time limits and when a decision can reasonably be expected and will suspend your obligation to pay any amount which is the subject of the complaint (and any credit and other charges that relate to that amount) until the complaint is resolved. In this case, unless there are exceptional circumstances, we should complete our investigation within 60 days of you giving the relevant details of the complaint. If we are unable to do so, we will inform you of the reasons for the delay, give you updates every two months on the progress of your complaint and tell you when a decision can reasonably be expected, unless we are waiting for a response from you and we have advised you that such a response is required.
- (g) Once we have completed our investigation of the complaint, we will promptly tell you in writing of the

outcome of our investigation and give you reasons for that outcome (including references to the relevant provisions of the ePayments Code) and, if relevant, what other action you can take.

- (h) Where, as a result of our investigation, we discover that the Account has been incorrectly credited or debited, we will, where appropriate, promptly adjust the Account (including appropriate adjustments for interest and charges or both) and tell you in writing of the amount with which the Account has been debited or credited as a result.
- (i) Where we conclude from our investigations that the Account has not been incorrectly debited or credited or, in the case of unauthorised transactions, that you have contributed to at least part of the loss brought about by the unauthorised use, we will generally give you copies of the documents or other evidence on which we based our findings generally. We will also investigate our system to establish whether there was any system malfunction at the time of the transaction and advise you in writing of the outcome of our enquiry.
- (j) Where we or our agents or employees do not observe the appropriate allocation of liability or complaint investigation and resolution procedures that are set out in these Conditions of Use or fail to communicate the reasons for our determination of the allocation of liability by reference to relevant aspects of the EFT Code of Conduct, and this contributed to a decision we make against you or results in delay in the resolution of your complaint, we may determine that we are liable for full or part of the amount of the transaction that is the subject of your complaint.

For further information call  
Diners Club Customer Service  
24 hours a day on 1 300 360 060  
[dinersclub.com.au](http://dinersclub.com.au)



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