

Frequent Flyer  
Diners Club Card  
Terms and Conditions



## **Important**

These terms and conditions apply to your Frequent Flyer Diners Club charge card account and are between you and Diners Club. The Frequent Flyer Diners Club charge card is issued and administered by Diners Club. Please read these terms and conditions carefully before using your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or the Account, you accept and agree to comply with these terms and conditions.

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## Diners Club Card

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# Frequent Flyer Diners Club Card Terms and Conditions

## I Definitions

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

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

**Additional Card** means an additional or add-on Frequent Flyer Diners Club charge 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.

**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 International** means Diners Club International Limited, a company incorporated in New York.

**Dual Card Account** means an Account in relation to which both a Diners Club Branded Card and World MasterCard Card has been issued

**Fees** means the fees and charges detailed in the Frequent Flyer Diners Club 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.

**Frequent Flyer Diners Club 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.

**Frequent Flyer Diners Club Electronic Access**

**Conditions of Use** means the Frequent Flyer Diners Club Electronic Access Conditions of Use as amended or replaced from time to time.

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

**Frequent Flyer Diners Club Rewards Terms and**

**Conditions** means the terms and conditions which set out your rights and obligations as a member of the Frequent Flyer Diners Club Rewards program. You can obtain a copy of the Frequent Flyer Diners Club Rewards Terms and Conditions by calling 1 300 360 060.

**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.

**Single Card Account** means an Account in relation to which only Diners Club Branded Card has been issued.

**these terms and conditions include:**

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

### **2.1 Signing your Frequent Flyer Diners Club Card**

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

### **2.2 Where you can use your Frequent Flyer Diners Club Card**

- (a) You can only use your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card.
- (c) Diners Club does not make any warranty or representation regarding any goods or services purchased by you using your Frequent Flyer Diners Club Card or the Account.

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

- (a) You must not use your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or the Account for the purpose of purchasing goods or services for resale or resupply or providing 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 Frequent Flyer Diners Club 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 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 Frequent Flyer Diners Club Card to purchase goods or services from a Member Establishment and authorising the transaction;
  - (i) by signing an approved charge form; or
  - (ii) in accordance with the Frequent Flyer Diners Club Electronic Access Conditions of Use.
- (b) providing details of your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Electronic Access Conditions of Use; or
- (d) using any other method authorised by Diners Club from time to time.

## **2.6 Using your Frequent Flyer Diners Club Card overseas**

If you incur charges using your Frequent Flyer Diners Club 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 is 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 Frequent Flyer Diners Club Card or Account referred to in that form. However where the Frequent Flyer Diners Club Card has been reported lost or stolen, or where the Frequent Flyer Diners Club 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 the Account, and you must pay us 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 1300 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 Frequent Flyer 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:
  - (1) for Dual Card Accounts, within 7 days of the date of the statement; and
  - (2) for Single Card Accounts, within 14 days of the date of the statement
- (b) 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 Frequent Flyer Diners Club 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 Clubs right to cancel your Frequent Flyer Diners Club Card and revoke your right to use the Account.

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

- (a) You must immediately notify Diners Club if your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card, an Additional Card or the Account.
- (b) Subject to any provisions in the Frequent Flyer Diners Club Electronic Access Conditions of Use, you are liable for charges incurred by the use of a lost or stolen Frequent Flyer Diners Club 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 Diners Club that your Frequent Flyer Diners Club 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.

### **9.3 Direct Debit**

If your Account is a Dual Card Account it is a requirement that you have a direct debit arrangement in place to ensure that payment can be made in accordance with clause 5(a).

## **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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Fee Schedule at the end of this booklet. 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 Frequent Flyer Diners Club 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 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 Additional Cardholder's Frequent Flyer Diners Club 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 Frequent Flyer 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card and the Account and must destroy your Frequent Flyer Diners Club Card and any Additional Card(s). If we reinstate your Frequent Flyer Diners Club Card at any time after cancellation and you have not destroyed your Frequent Flyer Diners Club Card, these terms and conditions will continue to apply to the use of your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card at any time. The Main Cardholder can also cancel any Additional Card. Any such cancellation will not be effective until Diners Club has received a request asking Diners Club to cancel a Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or the Account until such time as we advise you that your Frequent Flyer Diners Club Card has been reactivated or reinstated. You will not be charged an Annual Fee during the period that your Frequent Flyer Diners Club Card is suspended. The suspension of your Frequent Flyer Diners Club 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 Competition & Consumer Act, fair trading legislation or other laws which may imply warranties into a contract to protect you, or under the Frequent Flyer Diners Club Electronic Access Conditions of Use, Diners Club is not responsible or liable for:
  - (1) goods or services purchased using a Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Competition & Consumer 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 Competition & Consumer Act, fair trading legislation or other laws which may imply warranties into a contract to protect you or under the Frequent Flyer 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](https://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 Frequent Flyer Diners Club Electronic Access Conditions of Use and these terms and conditions, the Frequent Flyer 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 Frequent Flyer Diners Club Electronic Access Conditions of Use apply to the amendment, giving you 30 days written notice of the amendment in accordance with the Frequent Flyer 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 General

- (a) Frequent Flyer Diners Club 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 non-exclusive 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.

## 23 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 1300 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.

## Frequent Flyer Diners Club Fee Schedule

### Annual Membership Fee

- Main Card (Diners Club Branded Card only) \$95
- Additional Card (Diners Club Branded Card only) \$50
- Main Card (Diners Club Branded Card plus World MasterCard Card includes Rewards Program Fee) \$260
- Additional Card (Diners Club Branded Card plus World MasterCard Card) \$50

### Frequent Flyer Diners Club Rewards Program

- Rewards membership fee \$55  
(payable annually per account  
Not applicable to World MasterCard Card cardholders)

### 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 (per cash or cheque payment) \$1.55
- 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

### **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 Frequent Flyer Diners Club Card Terms and Conditions.

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

# Frequent Flyer Diners Club Rewards Terms and Conditions

## I Definitions

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

**Account** means the Member's Frequent Flyer Diners Club Card account.

**Additional Cardmember** means an individual to whom an additional Card 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 Frequent Flyer Diners Club Card Account.

**Bonus Reward Points** means the Frequent Flyer Diners Club Points that are earned, in addition to Frequent Flyer Diners Club Points awarded for Eligible Transactions on your Account by transacting on your Account, as a result of any special promotional or incentive program offered by Diners Club from time to time.

**Card** means a valid Diners Club Branded Card or a World MasterCard 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 branded on the front with the Diners Club logo.

**Dual Card Account** means an Account in relation to which both a Diners Club Branded Card and World MasterCard Card has been issued.

**Eligible Transaction** means:

- (a) any purchase transaction made by the use of a Card and/or the Account;
- (b) any cash advance made by the use of a Card and/or the Account; or
- (c) other transaction types Diners Club notifies you of from time to time;
- (d) but excluding debits to the Account to pay:
  - (1) annual, joining and other account fees;

- (2) liquidated damages;
- (3) late payment charges;
- (4) the Frequent Flyer Diners Club 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 (d).

**Frequent Flyer Diners Club Points** means the Frequent Flyer Diners Club Points awarded for an Eligible Transaction on a Frequent Flyer Diners Club Card Account in accordance with the Terms and Conditions.

**Frequent Flyer Diners Club Points Record** means the record Diners Club maintains in the Member's name detailing the number of Frequent Flyer Diners Club Points the Member has been allocated in accordance with the Terms and Conditions.

**Frequent Flyer Diners Club Rewards Membership Fee** means the annual non - refundable fee charged by Diners Club for membership of the Frequent Flyer Diners Club Rewards Program as set out in the terms and conditions of your Account from time to time.

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

**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.

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

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

**Qantas** means Qantas Airways Limited

ABN 16 009 661 901 or any of its agents or contractors from time to time.

**Qantas Frequent Flyer Points** means points in the Qantas Frequent Flyer Program.

**Qantas Frequent Flyer Program** means the frequent flyer program of that name operated by or on behalf of Qantas.

**Qantas Frequent Flyer Program Terms and Conditions** means the terms and conditions which govern the Qantas Frequent Flyer Program.

**Single Card Account** means an Account in relation to which only a Diners Club Branded Card has been issued.

**Terms and Conditions includes:**

- (a) these terms and conditions; and
- (b) any application form for enrolment as a member in Frequent Flyer Diners Club Rewards Program.

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

## 2 Participation

- (a) To be eligible to be enrolled as a Member, a person must be the individual in whose name the Account has been opened.
- (b) If you apply to open a Frequent Flyer Diners Club Card account, you will be automatically enrolled in the Frequent Flyer Diners Club Rewards Program. If you have not already accepted the Terms and Conditions, you accept the Terms and Conditions when you first use your Card and/or the Account.
- (c) Unless waived by Diners Club, the Frequent Flyer Diners Club Rewards Membership Fee is payable annually and billed to your Account. The Frequent Flyer Diners Club Rewards Membership Fee will first be billed on the anniversary of the date Diners Club establishes your Frequent Flyer Diners Club Reward Points Record and will thereafter be charged to your Account and appear in the statement of account issued in the month preceding each anniversary of that date.

### 3 Accumulation of Frequent Flyer Diners Club Points

- (a) You will accrue Frequent Flyer Diners Club Points on Eligible Transactions on your Account, which appear on your statement of account and which are paid in accordance with the Terms and Conditions.
- (b) The number of Frequent Flyer Diners Club 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 statement of account. Different rates apply depending on whether your Account is a Dual Card Account or a Single Card Account as follows:

<b>Single Card Accounts</b>	
All Eligible Transactions	1 point per dollar
<b>Dual Card Accounts</b>	
Eligible Transactions using a Diners Club Branded Card	1.5 points per dollar for the first \$60,000 spent on the card (reset annually) and 1.25 points per dollar thereafter
Eligible Transactions using a World MasterCard Card	1 point per dollar for the first \$60,000 spent on the card (reset annually) and 0.75 points per dollar thereafter

Diners Club may, by prior notice to you, temporarily increase or decrease these rates from time to time, including for selected Eligible Transactions as part of special promotions.

- (c) Subject to the Terms and Conditions, Frequent Flyer Diners Club Points which have accrued will only be allocated to your Frequent Flyer Diners Club Points Record on the condition that you are not in default or in arrears under your Account terms and conditions. Any accrued Frequent Flyer Diners Club Points will not be allocated to your Frequent Flyer Diners Club Points Record until payment of your Account has been received by Diners Club in full

and in cleared funds (this may take up to 7 business days from the date your payment is received by Diners Club). If you only partially satisfy the payment obligations for your Account, Diners Club may choose not to allocate Frequent Flyer Diners Club Points until those payment obligations are satisfied in full.

- (d) Bonus Reward Points may also be added to your Frequent Flyer Diners Club Points Record as a result of promotional or incentive programs offered by Diners Club from time to time. This may include the allocation of Bonus Reward Points for purchasing qualifying goods or services by transacting on the Account. The terms of any such promotional or incentive program will be advertised or notified to participants of the promotional or incentive program.
- (e) 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 Frequent Flyer Diners Club Points Record once Diners Club receives all necessary information relating to the accrual of those points. Generally, Bonus Reward Points will be transferred to your Qantas Frequent Flyer Points balance within 45 days after you satisfy the conditions that apply to the accrual of those points. However, if you only partially satisfy the payment obligations for your Account, Diners Club may choose not to allocate Bonus Reward Points to your Reward Points Record until those payment obligations are satisfied in full.
- (f) Your Frequent Flyer Diners Club Points Record will be adjusted to reflect refunds or reimbursements or other circumstances that result in a payment reversal being issued to the Account (for example, because of a dishonoured cheque or direct debit reversal).
- (g) Frequent Flyer Diners Club Points accrue in the name of the Member only. Frequent Flyer Diners Club Points earned by an Additional Cardmember are allocated to the Member's Frequent Flyer Diners Club Points Record.
- (h) Frequent Flyer Diners Club Points are not transferable to any other person or to any other



Frequent Flyer Diners Club Points Record.  
Frequent Flyer Diners Club Points are not property and have no cash or monetary value.

#### **4 Duration and loss of Frequent Flyer Diners Club Points**

- (a) If your Account is terminated by Diners Club or if you cancel your Card or close your Account, you become ineligible to participate in the Frequent Flyer Diners Club Rewards Program and all Frequent Flyer Diners Club Points not allocated to your Frequent Flyer Diners Club Points Record will be cancelled and forfeited.
- (b) Diners Club reserves the right to suspend or exclude you from participation in the Frequent Flyer Diners Club Rewards Program, or to terminate your membership of the Frequent Flyer Diners Club Rewards Program, 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 your Account (including if you fail to pay Diners Club for charges (for example, the Frequent Flyer Diners Club Rewards Membership Fee) on a statement of account); or
  - (2) any person has engaged or may engage in fraudulent conduct, or conduct that is suspected to be fraudulent, in relation to the Account, your Frequent Flyer Diners Club Points Record or a claim for the transfer of Frequent Flyer Diners Club Points allocated to you, however we will not take any 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.

## 5 Automatic redemption of Frequent Flyer Diners Club Points

- (a) Subject to paragraph (f), Frequent Flyer Diners Club Points are automatically redeemed for Qantas Frequent Flyer Points upon allocation. On allocation, each Frequent Flyer Diners Club Point is redeemed for one Qantas Frequent Flyer Point and can only be credited to your Qantas Frequent Flyer Program account. Frequent Flyer Diners Club Points that have accrued will not be redeemed for Qantas Frequent Flyer Points until those Frequent Flyer Diners Club Points have been allocated to your Frequent Flyer Diners Club Points Record in accordance with the Terms and Conditions.
- (b) Any Qantas Frequent Flyer Points you accrue as a result of the redemption of Frequent Flyer Diners Club Points will be allocated to your Qantas Frequent Flyer Program account and will appear on your Qantas Frequent Flyer Program account statement.
- (c) The allocation of Qantas Frequent Flyer Points as a result of the redemption of Frequent Flyer Diners Club Points cannot be cancelled or reversed.
- (d) Qantas Frequent Flyer Points can only be redeemed under, and are otherwise governed by, the terms and conditions of the Qantas Frequent Flyer Program.
- (e) Upon the redemption of Frequent Flyer Diners Club Points for Qantas Frequent Flyer Points, the Member releases Diners Club from any liability under the Terms and Conditions or otherwise in respect of the allocation and redemption of these Frequent Flyer Diners Club Points or the availability or right to redeem the Qantas Frequent Flyer Points that are allocated to the Member as a result of the redemption.
- (f) Your Frequent Flyer Diners Club Points cannot be redeemed for Qantas Frequent Flyer Points unless you are a member of the Qantas Frequent Flyer Program and you have advised Diners Club of your Qantas Frequent Flyer Program membership number. Membership in the Frequent Flyer Diners Club Rewards Program does not entitle you to membership in the Qantas Frequent Flyer Program.

You must apply separately for membership of the Qantas Frequent Flyer Program. Qantas Frequent Flyer Program membership is subject to approval by Qantas. A joining fee applies. Membership of the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Program Terms and Conditions.

## **6 Disclaimer/no liability**

- (a) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club does not accept any liability relating to information provided by third parties including Qantas.
- (b) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
  - (1) the breach of any of the Terms and Conditions or any term implied by law (including statute) by any person other than Diners Club;
  - (2) Qantas' refusal to accept a redemption of Frequent Flyer Diners Club Points for Qantas Frequent Flyer Points;
  - (3) any termination or suspension of the Qantas Frequent Flyer Program by Qantas; or
  - (4) any variation or breach of the Qantas Frequent Flyer Program Terms and Conditions by Qantas.

## **7 Taxation**

- (a) Diners Club accepts no liability in respect of any income taxation liability arising from the redemption of Frequent Flyer Diners Club Points.
- (b) Diners Club gives no warranty as to, and accepts no responsibility for, the ultimate taxation treatment of Frequent Flyer Diners Club Points or Qantas Frequent Flyer Points.
- (c) 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 Frequent Flyer Diners Club Points, Qantas Frequent Flyer Points or other benefit derived by the Member, any Additional Cardmember or a nominee as a result of the Member's participation in Frequent Flyer Diners Club Rewards Program is that person's sole responsibility.

## 8 General

- (a) Diners Club may at any time, suspend or terminate the Frequent Flyer Diners Club Rewards Program by giving you 90 days prior notice. If suspension or termination is caused by changes imposed by third parties, Diners Club may not be able to give you 90 days notice but will use reasonable endeavours to give you reasonable notice of the suspension or termination. If Diners Club terminates the Frequent Flyer Diners Club Rewards Program, any Frequent Flyer Diners Club Points accrued on the Member's Frequent Flyer Diners Club Points Record will be forfeited and void from the date of termination. No entitlement will accrue in respect to any Eligible Transaction made after termination of the Frequent Flyer Diners Club Rewards Program or during any period of suspension of the Frequent Flyer Diners Club Rewards Program.
- (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 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. 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 may assign its rights under the Terms and Conditions at any time without your consent. You cannot assign your rights under the Terms and Conditions without Diners Club's consent which can be withheld at Diners Clubs absolute discretion.
- (d) Diners Club shall be entitled to appoint an agent or contractor to operate all or part of the Frequent Flyer Diners Club Rewards Program on it's behalf. You consent to Diners Club supplying any agent or contractor with such information as is required for them to perform their duties.

- (e) If you believe that an error has occurred in relation to the accrual or allocation of Frequent Flyer Diners Club 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.
- (f) If you have any complaints or queries in relation to Qantas Frequent Flyer Points you should contact Qantas.

# Frequent Flyer Diners Club

## Electronic Access

### Conditions of Use

These terms and conditions form part of the contract relating to the use of your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card, Frequent Flyer Diners Club Card details, a PIN or 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;

**Club Cash** means the service through which Diners Club allows you to give Diners Club instructions through an ATM, by using your Frequent Flyer Diners Club Card and PIN, to withdraw funds from the Account;

**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 Frequent Flyer Diners Club Electronic Access Conditions of Use.

**EFT institutions 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 Diners Club an instruction (directly or indirectly), through electronic equipment such as 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).

**ePayments 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 you have Club Cash Access 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**

Diners Club warrants to you that it will comply with the requirements of the EFT Code of Conduct, where those requirements are relevant to its dealings with you.

## **3 Using your Frequent Flyer Diners Club Card or Account electronically**

(a) These terms and conditions form part of the contract relating to the use of your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club 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;
    - (i) at an ATM (but only if you have Club Cash access); or
    - (ii) at a POS.
  - (2) your Frequent Flyer Diners Club 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 Diners Club.

#### **4 Transaction limits**

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



## **5 Club Cash®**

### **5.1 Club Cash Access**

- (a) You can make withdrawals (that is, obtain a cash advance) from the Account using your Frequent Flyer Diners Club Card and PIN at ATMs that accept Frequent Flyer Diners Club Cards if you have Club Cash access. To obtain Club Cash access you must apply to Diners Club, and be allocated a PIN.
- (b) If you make a cash withdrawal from an account using Club Cash 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 Diners Club as soon as possible. You can make your report to Diners Club by calling Customer Service on 1300 360 060.
- (c) You accept that:
  - (1) the use of Club Cash 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**

Diners Club limits 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 Frequent Flyer 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 your Frequent Flyer Diners Club Card, 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 its 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 Diners Club, it cannot ensure that you receive a receipt, however, Diners Club will use its best endeavours to ensure that you do.
- (e) Diners Club recommends that you keep all receipts and receipt information for your records and check it against information in your statements of account.

## **8 Frequent Flyer Diners Club Card and Code Security Guidelines**

The security of your Frequent Flyer Diners Club Card and your PIN is very important.

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

If you do not keep your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or details of your Frequent Flyer Diners Club Card;
  - (2) not to disclose your PIN to any other person;
  - (3) not to record your PIN on your Frequent Flyer Diners Club Card;
  - (4) not to record your PIN on any article carried with your Frequent Flyer Diners Club Card or any article which is liable to loss or theft at the same time as loss or theft of your Frequent Flyer

Diners Club 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, Diners Club does 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 Frequent Flyer Diners Club 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) Frequent Flyer Diners Club Card has been lost, stolen or used in an unauthorised way;
  - (2) your Frequent Flyer Diners Club Card number has been used in an unauthorised way; or

- (3) PIN has become known to someone else, you must tell Diners Club immediately by contacting Customer Service, 24 hours a day on 1 300 360 060 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 1 300 550 203 or posting it to Fraud Security Team, PO A70, Sydney South, NSW 1234.
- (c) If Diners Club's notification (including telephone) facilities are not available during a particular period, any losses occurring during that period that are a result of Diners Club not receiving notification that your Frequent Flyer Diners Club 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 Diners Club's liability, provided notification is made to Diners Club 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 Frequent Flyer Diners Club Card or PIN is compromised, for example, if you lose your Frequent Flyer Diners Club 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. Diners Club calls 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 Diners Club's 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, Frequent Flyer Diners Club Card or PIN) that is forged, faulty, expired or cancelled;
  - (3) occur before you have received your Frequent Flyer Diners Club 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 Diners Club that your Frequent Flyer Diners Club Card has been misused, lost or stolen or that the security of your Code has been breached.
  - (6) all losses incurred on any accounts that the account holder and Diners Club had not agreed could be accessed by EFT Transaction.
- (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 Diners Club can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
- (1) through your fraud;
- or
- (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 Diners Club is notified that your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card; or
  - (2) the fact that the security of your PIN has been compromised

You will be liable to Diners Club 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 Frequent Flyer Diners Club Card; and
- (ii) the time at which Diners Club is 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 Diners Club is notified of the loss, theft or unauthorised use of your Frequent Flyer Diners Club 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 Frequent Flyer Diners Club Card or Frequent Flyer Diners Club Card details.

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

We are not liable for the refusal of any Member Establishment to accept your Frequent Flyer Diners Club 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 clause 12(b), Diners Club is 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 Diners Club's 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 Frequent Flyer Diners Club Card Terms and Conditions does not apply.

- (a) You should contact Diners Club 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 Frequent Flyer Diners Club Card or the Account. It is essential that you give Diners Club all the information that you have to help Diners Club resolve your concern. You agree that, when you contact Diners Club, you will provide it with all relevant information that it requires.
- (b) Diners Club may require you to confirm in writing the information you have provided.
- (c) Diners Club 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 Diners Club, Diners Club will tell you of the steps you must take so that an investigation may proceed unless Diners Club determines 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). Diners Club will advise you in writing of its procedures for the investigation and resolution of the complaint.
- (d) Within 21 days of receiving relevant details of your complaint Diners Club will either:
  - (1) complete its investigation and tell you in writing of the outcome; or
  - (2) tell you in writing that we need more time to complete its investigation. Unless there are exceptional circumstances, Diners Club should complete its investigation within 45 days of you giving Diners Club the relevant details of the complaint.

- (e) If there are exceptional circumstances where Diners Club does not complete the investigation within 45 days, Diners Club 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 Diners Club is waiting for a response from you and you have been advised that such a response is required.
- (f) Diners Club may seek to resolve your complaint by exercising its rights under the rules of the card scheme. If Diners Club does this, the time limits described above will change. Diners Club 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, Diners Club should complete its investigation within 60 days of you giving the relevant details of the complaint. If Diners Club is unable to do so, Diners Club 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 Diners Club is waiting for a response from you and Diners Club has advised you that such a response is required.
- (g) Once Diners Club has completed its investigation of the complaint, Diners Club will promptly tell you in writing of the outcome of the 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 its investigation, Diners Club discovers that the account has been incorrectly credited or debited, Diners Club 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 Diners Club concludes from its 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, Diners Club will generally give you copies of the documents or other evidence on which Diners Club based its findings generally. Diners Club will also investigate its system to establish whether there was any system malfunction at the time of the transaction and advise you in writing of the outcome of the enquiry.
- (j) Where Diners Club or its 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 its determination of the allocation of liability by reference to relevant aspects of the EFT Code of Conduct, and this contributed to a decision Diners Club make against you or results in delay in the resolution of your complaint, Diners Club may determine that it is 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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