

Date: 1 March 2010

Corporate MasterCard

Principal Terms

CORPORATE MASTERCARD FACILITY PRINCIPAL TERMS

About this document:

This document contains some, but not all, of the terms of your Corporate MasterCard Facility (“Facility”). Further terms are in the Letter of Offer and the Conditions of Use.

In this document:

“**Conditions of Use**” means the Conditions of Use referred to in the Letter of Offer.

“**we**” or “**us**” or “**St.George**” or “**St.George Bank**” or “**the Bank**” means St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 and its successors and assigns.

“**you**” means the person named in the Letter of Offer for a Corporate MasterCard Facility as the “Principal”. If there are more than one, **you** means each of them separately and every two or more of them jointly. **You** includes your successors and assigns.

CORPORATE MASTERCARD PRINCIPAL TERMS

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1 About the Facility

The Facility is provided on the following conditions:

- (a) a card will be issued at your request to each person (“**cardholder**”) nominated by you as your agent for the purpose of operating on a card account;
- (b) you authorise us to make any enquiries necessary concerning your credit from any source in determining whether or not to offer the facility;
- (c) a card will be issued only following your written request. Each request must specify the card limit required for each card requested. The card limit, when added to the card limit applicable to all other card(s) issued pursuant to the facility, must not exceed the facility limit applicable to the facility;
- (d) each card issued is subject to the Conditions of Use (as varied from time to time). You are liable for any non-observance of the Conditions of Use on the part of the cardholder;
- (e) the initial facility limit is set out in the Letter of Offer;
- (f) the sum of the balance owing on the card account of all card accounts operated under the facility must not exceed the facility limit without our prior approval. If it does, the excess is repayable by you to us on demand;
- (g) the Conditions of Use sets out the terms relating to varying the facility limit or a card limit;
- (h) you are liable for all credit extended by us on a card account arising from any use of any card by any cardholder;
- (i) you consent to us giving to a cardholder statements and other information relating to the card account applicable to that cardholder;

- (j) we may change these Principal Terms or the Conditions of Use from time to time. If we do we will notify you in accordance with the process for notifying change set out in the Conditions of Use.

2 Insurance

The liability (unauthorised use) and Transit Accident insurance cover (from Zurich Australian Insurance Limited) is automatically provided to you. The terms of the policies for this cover are as follows:

- (a) Schedule 1 sets out the Liability (unauthorised use) terms;
- (b) Schedule 2 sets out the Transit Accident terms.

SCHEDULE 1

Liability (unauthorised use) Insurance

This cover is available under Master Policy No. 20 STGCCL1 LEI issued to St.George Bank of Level 4-16 Montgomery Street, Kogarah, NSW 2217 by Zurich Australian Insurance Limited ABN 13 000 296 640 of 5 Blue Street, North Sydney, NSW 2060 (“Zurich”).

As outlined in this Policy this cover protects **accountholders** against **unauthorised transactions** made by their **cardholders** after 30 June 2002.

This cover is automatically provided to you but you are not obliged to take the benefit of it. However, if an **accountholder** wishes to make a claim under this Policy, the **accountholder** will be bound by provisions of this Policy. Therefore please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss, including a copy of the relevant **St.George Corporate Card** account statement(s) detailing the **unauthorised transaction(s)**.

St.George Bank is not the underwriter of this cover and neither St.George Bank nor any of its related corporations, guarantees any of the benefits under this Policy. This cover is provided at no additional cost to the **accountholder** and St.George Bank does not receive any commission or remuneration from Zurich in relation to this Policy.

St.George Bank may terminate this cover by providing written notification to **accountholders**. Purchases made in accordance with this Policy before this notification is given will be covered under this Policy. Purchases made after this notification is given will not be eligible for cover under this Policy.

Definitions

For the purpose of this Policy:

accountholder means any St.George Bank customer being a business entity or corporation, who has entered into a **St.George Corporate Card** facility with St.George Bank.

act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

cardholder means a person (being an Australian resident) whom St.George Bank, at the request of the **accountholder** has issued with a **St.George Corporate Card**.

St.George Corporate Card means a St.George Bank Corporate MasterCard credit card which at the request of the **accountholder** has been issued to a **cardholder** and authorised for worldwide use.

unauthorised transaction means a **St.George Corporate Card** transaction, which has been processed to the account of the **accountholder** but was not authorised in any way by the **accountholder** and/or was outside the **cardholder's** authority to transact.

1 Terms and Conditions

- 1.1 The **accountholder** shall instruct its **cardholders** in writing of the limits of their authority in using their **St.George Corporate Card** for authorised transactions.

1.2 The **accountholder** shall take all reasonable steps to recover from the **cardholder** all **unauthorised transaction** amounts transacted by the **cardholder**. In addition, the **accountholder** shall utilise, where legally possible, any monies held for, or on behalf of, the **cardholder** so as to avoid or reduce any loss through **unauthorised transactions** to the maximum extent permitted by law.

1.3 When:

- the **accountholder** no longer wishes a cardholder to use the **St.George Corporate Card**, or
- the **cardholder's** employment is terminated, or
- the **accountholder** becomes aware or should have become aware that **unauthorised transaction** amounts had been incurred or were likely to be incurred by the **cardholder**,

the **accountholder** must, if possible, immediately obtain the **St.George Corporate Card** from the **cardholder**, cut it in half and return it to St.George Bank.

On the same day the **accountholder** is required to direct St.George Bank to cancel the **cardholder's St.George Corporate Card**. This direction is preferably to be made by telephone or facsimile or by any other electronic device, which may be approved by **St.George Bank** in the future.

1.4 If the **accountholder** is unable to recover the **cardholder's St.George Corporate Card**, the "Notification of Claim" form shall be accompanied by a copy of the letter sent to the **cardholder** advising that the **cardholder** is no longer authorised to use the **St.George Corporate Card**. Copies of the "Notification of Claim" and notice to the **cardholder** (if applicable) shall be forwarded by St.George Bank to Mackellar Robinson who will contact Zurich.

- 1.5 Zurich's liability to pay claims is limited in any twelve months to A\$20,000 per individual **cardholder** up to a maximum of A\$150,000 per **accountholder**.
- 1.6 Zurich shall not be liable under this Policy for:
- any loss caused by or resulting from any **act of terrorism**;
 - any indirect losses or consequential liability of any kind other than **unauthorised transaction** amounts as defined in this Policy;
 - any **unauthorised transactions** incurred by a Director, Partner, Principal or Owner of the **accountholder** or any family members of the said Directors, Partners, Principal or Owners;
 - any **unauthorised transactions** incurred before 30 June 2002.
- 1.7 In the event of a claim the **accountholder** must give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.
- 1.8 When the **accountholder** becomes aware of any **unauthorised transaction** they must report the matter to the police and press charges against the **cardholder** who performed the **unauthorised transaction**.

2 Claims Procedures

- 2.1 Zurich does not hold or collect information about **cardholders** until a claim is made. Zurich, however, will need personal information about the **cardholder** to assess any claim. Zurich will, in relevant cases, disclose the personal information to St. George Bank, Zurich's service providers and business partners.

If the **cardholder** does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the **cardholder** access to their personal information on request.

- 2.2 In the event of learning of an occurrence likely to result in a claim, the **accountholder** must:
- immediately advise St.George Bank, preferably by phone, and on the same day complete and send to St.George Bank the “Notification of Claim” form – see Appendix “A”. Copies of the “Notification of Claim” and a copy of the letter to the **cardholder** (if applicable) shall be forwarded by St.George Bank to Mackellar Robinson who will contact Zurich.

On receipt of a “Notification of Claim” and letter to the **cardholder** (if applicable) Zurich will send the **accountholder** a claim form. The completed claim form, together with a copy of the police report and a copy of the relevant St.George Corporate Card account statement(s) detailing the **unauthorised transaction(s)** are to be returned by the **accountholder** to Zurich within 30 days of receipt of the claim form from Zurich.

Note: Failure to report the potential claim and complete and return the claim form (if required) within the time stated above may result in denial of the claim.

- give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

2.3 Zurich, as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore if an **accountholder** is unhappy with any service issue or the settlement of a claim, the **accountholder** may have the matter referred to the internal dispute resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the **accountholder** still disagrees with the final decision of Zurich, they can ask the Insurance Enquiries and Complaints Limited (IEC) to review the decision of Zurich. This is a free service provided by an independent organisation. The **accountholder** is not bound by the IEC's decision, however, Zurich is bound to act immediately on their decision within their terms of reference.

APPENDIX “A”

(To be presented on your company’s letterhead)

St.George Corporate Card Notification of Claim

The Manager
Group Card Services
St.George Bank
GPO Box 1518,
Adelaide SA 5001

St.George Bank Corporate MasterCard

MasterCard Number:

Name of cardholder:

Address of cardholder (*Home*):

_____ Postcode _____

Address of cardholder (*Business*):

_____ Postcode _____

We wish to lodge a claim in respect of an **unauthorised transaction** and request a claim form to be sent to this office. In terms of the conditions applying to such a claim we hereby request and authorise you to cancel the **St.George Corporate Card** number specified above.

The police have been notified of this matter and a copy of the police report is attached.

(please tick the appropriate box below)

- The **St.George Corporate Card** has been cut in half and destroyed by us.
- The **St.George Corporate Card** has been previously returned to you.
- The **St.George Corporate Card** is still in the possession of the **cardholder** and accordingly, we have notified the **cardholder** that he/she is no longer authorised to use the **St.George Corporate Card** (copy of letter attached).

Signed for and on behalf of (*Name of accountholder*)

(signature of authorised officer of the accountholder)

Date: ____/____/____

SCHEDULE 2

Transit Accident Insurance

This cover is available under Master Policy No. 20 STGTA01 LEI issued to St.George Bank of Level 4-16 Montgomery Street, Kogarah, NSW 2217 by Zurich Australian Insurance Limited ABN 13 000 296 640 of 5 Blue Street, North Sydney, NSW 2060 (“Zurich”).

Transit Accident Cover is a benefit offered to St.George Bank Corporate Connections MasterCard **cardholders**. This cover provides certain accidental death and injury cover for **cardholders** who sustain an **injury** while riding as a passenger in (not as a pilot, driver or crew member), or boarding or alighting a plane, tourist bus, train or ferry as outlined in this Policy.

The cover provided is only available when, after 30 June 2002 but before the journey commenced, the cost of the journey was charged to the **cardholder’s St.George Corporate Card**.

There is no obligation to accept this cover. However, if a person wishes to make a claim under this Policy, they will be bound by the provisions of this Policy. Therefore please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss, including the credit card sales receipt and **St.George Corporate Card account statement** showing the purchase of the **trip**.

St.George Bank is not the underwriter of this cover and neither St.George Bank nor any of its related corporations, guarantees any of the benefits under this Policy. This cover is provided at no additional cost to the

cardholder and St.George Bank does not receive any commission or remuneration from Zurich for arranging this Policy.

St.George Bank may terminate this cover by providing written notification to accountholders. Purchases made in accordance with this Policy before this notification is given will be covered under this Policy. Purchases made after this notification is given will not be eligible for cover under this Policy.

Definitions

For the purposes of this cover:

accident means any sudden and unexpected physical force, which occurs on a **trip** and causes an **injury** that is described in the “Schedule of Benefits”.

accountholder means any St.George Bank customer being a business entity or corporation, who has entered into a **St.George Corporate Card** facility with St.George Bank.

act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

cardholder means a person (being an Australian resident) whom St.George Bank, at the request of the **accountholder** has issued with a **St.George Corporate Card**.

injury/injured means loss of life or bodily injury (but not an illness or sickness);

- caused by an **accident** whilst this Policy is in force, and
- resulting independently of any other cause.

Furthermore **injury** as used with reference to hand or foot means complete severance through or above the wrist for the hand or through or above the ankle joint for the foot and, as used with reference to eye, means permanent, irrecoverable loss of the entire sight of the eye.

St.George Corporate Card means a St.George Bank Corporate MasterCard credit card which at the request of the **accountholder** has been issued to a **cardholder** and authorised for worldwide use.

trip means a journey by the **cardholder** as a paying passenger (not as a pilot, driver, or crew member, etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged (after 30 June 2002) to the **St.George Corporate Card**.

1 Terms and Conditions

The Benefits listed under the Schedule of Benefits will be paid if the **cardholder** suffers a loss as a result of an injury suffered under the circumstances specified in points 1, 2, 3 or 4 as follows:

- 1.1 The **injury** is sustained on a **trip** while riding as a passenger or boarding or alighting the plane, tourist bus, train or ferry.
- 1.2 The **injury** is sustained while riding as a passenger in (not as a pilot, driver or crew member), or boarding, or alighting from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. Provided the **cardholder** was travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following the scheduled **trip**.
- 1.3 When, by reason of an **accident** specified in 1 or 2 above, a **cardholder** is unavoidably exposed to the elements and, as a result of such exposure, suffers an injury for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this Policy.
- 1.4 If the body of the **cardholder** has not been found within one year of the date of his/her disappearance arising out of an **accident** which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the **cardholder** suffered loss of life as a result of bodily **injury** caused by the **accident** at the time of his/her disappearance.
- 1.5 A benefit payable under this Policy will be paid to the injured **cardholder** or, in the event of their death the benefit will be paid to their legal representative(s).

2 Exclusions

This Policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

- suicide or self-destruction, or any attempt at suicide or self-destruction, whilst sane or insane;
- a hijack or war or war-like hostilities;
- any **act of terrorism**;
- radioactive contamination;
- consequential loss or damage, punitive damages;
- travel purchased prior to 30 June 2002; or
- an intentional or illegal or criminal act of:
 - (a) the **cardholder**; or
 - (b) a person acting on behalf of the **cardholder**; or
 - (c) the cardholder's designated beneficiary, executor(s) or administrator(s) or legal heir(s) or personal legal representative(s).

3 Schedule of Benefits

When an **accident** results in any of the following **injuries** within one year after the date of the **accident**, Zurich will pay the amount shown opposite the said **injury**.

If a **cardholder** sustains more than one **injury** resulting from one **accident**, only the Benefit Amount for the greater **injury** will be paid.

Injury	Benefit Amount
Loss of Life	A\$200,000
Both hands and/or both feet	A\$200,000
One hand in conjunction with one foot	A\$200,000
The entire sight of both eyes	A\$200,000
The entire sight of one eye in conjunction with one hand and/or one foot	A\$200,000
One hand or one foot	A\$100,000
The entire sight of one eye	A\$100,000

The most Zurich will pay in claims under this Policy, that result from one incident (e.g. a bus crash) is A\$600,000 regardless of the number of **cardholders injured** in the incident.

This means that if as a result of one incident a number of **cardholders** were **injured**, Zurich would pay each **cardholder** on a proportional basis (using the above schedule) up to a total of A\$600,000. Therefore if, say, 4 **cardholders** lost their lives in the same bus crash, Zurich would pay A\$150,000 to each of their legal representatives.

4 Claims

- 4.1 Zurich does not hold or collect information about **cardholders** until a claim is made. Zurich will, however, need personal information to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information such as health information) to St. George Bank, Zurich's service providers and business partners. Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

- 4.2 If the **cardholder** does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the **cardholder** access to their personal information on request.
- 4.3 In the event of learning of an occurrence likely to result in a claim being made the **cardholder** (or their legal representative) must:
- Contact Zurich on 132 687 within 30 days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned within 30 days of receiving the loss report.

Note: Failure to report an event likely to result in a claim or to fully complete and return to Zurich the loss report (if required) within the times stated above may result in denial of the claim.

- At his or her expense, furnish all certificates, information and evidence reasonably required by Zurich and they should be in such a form and of such a nature as Zurich may reasonably prescribe. In the event of any claim being based on the death of a person, Zurich may require that a post-mortem examination be conducted at its own expense.
- Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

4.4 Zurich, as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore if a claiming party is unhappy with any service issue or the settlement of a claim, they may have the matter referred to the internal dispute resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the claiming party still disagrees with the final decision of Zurich, they can ask the Insurance Enquiries and Complaints Limited (IEC) to review the decision of Zurich. This is a free service provided by an independent organisation. The claiming party is not bound by the IEC's decision, however, Zurich is bound to act immediately on their decision within their terms of reference.

Emergency telephone numbers

Lost or stolen cards and lost,
stolen or divulged PINs:

1800 028 208 (24 hours a day, 7 days a week)

For overseas lost or stolen cards

Reverse charges to Australia:

(612) 9553 5883 (24 hours a day, 7 days a week)

Please remember to promptly confirm your oral
requests in writing to:

St. George Card Services Centre

4 - 16 Montgomery Street

Kogarah NSW 2217

(02) 9952 1500

Private Bank

1800 134 500

Corporate & Business Bank Branches

Bankstown	(02) 9708 5900
Brisbane	(07) 3232 8888
Canberra	(02) 6243 5555
Central Coast	(02) 4323 5816
Chatswood	(02) 9413 3311
Dandenong	(03) 9771 0000
Liverpool	(02) 9826 4265
Melbourne CBD	(03) 9274 4777
Melbourne Eastern Suburbs	(03) 9836 5871
Melbourne South Eastern	(03) 9551 9023
Melbourne North	(03) 9416 7088
Newcastle	(02) 4915 2003
North Sydney	(02) 8923 2700
Osborne Park	(08) 9202 3100
Parramatta	(02) 9893 6000
Perth	(08) 9265 7500
Property Finance, NSW	(02) 9236 3601
Sydney, 4 Bligh Street	(02) 9216 2200
Sydney, Market Street	(02) 8114 9000
Wollongong	(02) 4226 9205

IMPORTANT

Should you lose your card, immediately notify
the 24-hour card service centre on
1800 028 208, 7 days a week (free call).

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IMPORTANT

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on **1800 028 208** 7 days a week (free call).

For General Customer Enquiries, please call 8.00am to 6.00pm 5 days a week on **133 800**

DISPUTES

If your complaint is not immediately resolved to your satisfaction contact:

Senior Manager, Customer Relations

Locked Bag 1

Kogarah NSW 1485

Telephone (metro): **02 9553 5173**

Telephone (non-metro): **1800 804 728**

After this, if the matter is still not resolved to your satisfaction contact:

Banking and Financial

Services Ombudsman Ltd

GPO Box 3A

Melbourne VIC 3001

Telephone: **1300 780 808**