

# Visa Debit Card

## Terms and Conditions

Effective from 1 July 2021



This booklet contains the Terms and Conditions which apply to your use of our Visa Debit Card to access your Linked Account(s) with us. These Terms and Conditions form part of bcu's Savings Accounts and Account Access Channels Terms and Conditions.

**To report a lost or stolen Card, phone 1300 228 228**

**+61 2 5646 5900 (from overseas)**

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## General Terms and Conditions

### 1. Interpretation

What some important terms mean

#### 1.1 The following definitions apply to these Terms and Conditions:

**Additional Card** means a Card issued to an Additional Cardholder.

**Additional Cardholder** means a person 16 years or older nominated by you and authorised by us to operate your Linked Account(s) alone.

**ATM** means an automatic teller machine.

**Bank, we, us, our** or **bcu** means Police & Nurses Limited, ABN 69 087 651 876 (trading as bcu) and its successors and assignees.

**Bank@Post™** means a system whereby an Australia Post branch acts as an agent for us to perform banking Transactions for our members.

**Business Day** means a week day other than a bank holiday or national holiday in Australia.

**Card** means a Physical Card or a Digital Card (as the case may be).

**Card Details** means the information printed on the Card, or displayed on the Digital Card, and includes, but is not limited to, the Card number and Expiry Date.

**Card Scheme Rules** means the Card rules of Visa which apply to all Transactions with the Card (other than those made by selecting the Cheque or Savings key at EFT Terminals).

**Cash Withdrawal** means a transaction on your Linked Account which results in you receiving actual cash (whether at a branch or via an EFT Terminal).

**Charge** means an amount debited to your Linked Account, including a Cash Withdrawal, EFT Transaction, Purchase, fee, tax and any other amount you have agreed to pay us or be liable for under the Contract.

**Chargeback** means a Transaction that, in accordance with the Card Scheme Rules, is returned to a Merchant for resolution and reversal after it is disputed by a User.

**Contract** means the debit card contract between you and us, comprising these Terms and Conditions and Savings Accounts Schedule of Access, Fees & Charges.

**CUSCAL** means the Credit Union Services Corporation Australia Limited.

**Device** means a mobile device capable of connecting to the internet which is compatible with a Digital Wallet application, and includes a smartphone or tablet.

**Digital Card** means a digital Visa Debit Card we issue to you or to any Additional Cardholder to access your Linked Account, the details of which will, at any time, be identical to the details of a Physical Card.

**Digital Wallet** means a mobile application which enables a User to make Transactions using their Card or Card Details through a Device, including contactless payments at an EFTPOS Terminal and online purchases.

**Digital Wallet Provider** means the person operating a Digital Wallet, for example Google (Android Pay).

**EFTPOS Terminal** means an electronic funds transfer point of sale terminal.

**EFT System** means the shared system under which EFT Transactions are processed.

**EFT Terminal** means any terminal connected to the electronic banking system and authorised by us for use with the Card (with or without a PIN) to conduct an EFT Transaction, including ATMs and EFTPOS Terminals.

**EFT Transaction** means an electronic funds transfer initiated by giving an instruction to us through Electronic Equipment and using the Card (with or without a PIN), or Card Details (including through a Digital Wallet), but not requiring a manual signature.

**Electronic Equipment** includes, but is not limited to, an EFT Terminal, computer, television and telephone, mobile telephone or any other small screen device which can be used to access the internet.

**ePayments Code** means the ePayments Code issued by ASIC.

**Expiry Date** means the expiry date as recorded on a Card.

**Linked Account** means an account nominated by you that we authorise you to access using a Card. If there is more than one account holder and/or more than one signatory to the Linked Account, each account holder and each signatory must be authorised by us to operate the Linked Account alone

**Merchant** means a business which accepts the Card as payment for goods and services.

**Participating Online Merchant** means a Merchant who offers goods or services for sale online, who is a participant in Visa Secure.

**bcu Connect App** means a mobile phone banking service that allows a User to access certain information about their Linked Account and perform a range of transactions through a software application installed on a mobile phone or tablet computer. The software can be downloaded through the App Store (for Apple Devices) or Google Play (for Android Devices).

**Passcode** means a password or secret code required to confirm a Transaction or User, which may include a PIN or a smartphone or tablet passcode.

**Physical Card** means a physical Visa Debit Card we issue to you or to any Additional Cardholder to access your Linked Account, the details of which will, at any time, be identical to the details of a Digital Card.

**PIN** means the personal identification number which we allocate to a User for use with a Card as changed by the User or us from time to time.

**Purchase** means any Transaction (other than a Cash Withdrawal) with a Merchant, which is authorised by a User and includes an order made for goods or services which are not taken.

**Transaction** includes a Cash Withdrawal, EFT Transaction or Purchase, in each case involving a Card and your Linked Account.

**Unauthorised** means without the knowledge or consent of a User.

**User** means you and/or an Additional Cardholder.

**Visa Secure\*** means the online Transaction authentication service provided by us (or our nominated service provider).

**Visa\*** means Visa International Service Association.

**Visa payWave\*** means the functionality available on specific Visa cards that enables you to make small value Purchases at participating Merchant outlets without use of a PIN.

**You/you** means the holder of the Linked Account and each of you if there is more than one accountholder. Any other grammatical form of "you" has a corresponding meaning.

\* Visa payWave, Visa Secure and Visa are trademarks owned by Visa International Service Association and used under licence.

### **Other rules of interpretation**

- 1.2 (a) unless otherwise required by the context, a singular word includes the plural and vice versa; and
- (b) including or any similar phrases are not words of limitation.

## **2. What makes up your Contract?**

- 2.1 The Card is offered to you on the terms set out in these Terms and Conditions and the Savings Account Schedule of Access, Fees & Charges. The terms govern the use of the Card and you will be bound by them if our offer is accepted in accordance with clause 3.2.
- 2.2 To the extent of any inconsistency between the Terms and Conditions and the Savings Accounts Schedule of Access, Fees & Charges, the Terms and Conditions will prevail.
- 2.3 These Terms and Conditions operate in addition to and should be read together with our Savings Accounts and Account Access Channels Terms and Conditions, which includes the terms and conditions applying to your Linked Account. Notwithstanding clause 40 of that Terms and Conditions, if there is any inconsistency between these Terms and Conditions and the terms and conditions in that Terms and Conditions, these Terms and Conditions prevail in respect of Transactions effected with a Card.



### **3. Activation and Acceptance**

- 3.1 You may be required to activate your Card before you can transact. If so:
- (a) you will not be able to use your Card to transact on your Linked Account until you activate your Card in the manner we require; and
  - (b) other Users will not be able to use their Cards to transact on your Linked Account until they have activated their Card in the manner we require.
- 3.2 You accept our offer and agree to the terms of the Contract:
- (a) if you are required to activate your Card - upon activation of a Card by a User; or
  - (b) if you are not required to activate your Card - when a User is, upon request, first issued with a card.

### **4. ePayments Code**

We will comply with the requirements of the ePayments Code where that code applies to our dealings with you. You can obtain information about the ePayments Code at [moneysmart.gov.au](http://moneysmart.gov.au) or by contacting us on 1300 228 228.

### **5. Customer Owned Banking Code of Practice**

If you are an individual or small business, we will comply with the Customer Owned Banking Code of Practice in our dealings with you. You can obtain a copy of the Code by contacting us on 1300 228 228 or by visiting our website.

### **6. The Card**

- 6.1 Subject to clause 6.2 and if your Linked Account permits, we will issue a Card to you and may, at your request and in accordance with clause 10, issue a Card to any Additional Cardholder you nominate.
- 6.2 Each User must have a residential address in Australia at the time of the issue of the Card to them. Each User who is issued with a Digital Card must also have a valid electronic address at the time of issue of the Digital Card to them.
- 6.3 We are a member of CUSCAL which is the principal member of Visa through which we can

provide the Card.

- 6.4 Subject to these Terms and Conditions, you are liable for all Charges incurred where a Card is used in respect of your Linked Account, including any Charges that are incurred by an Additional Cardholder.

### **Physical Card and Signing your Physical Card**

- 6.5 You agree that each Physical Card is our property at all times. You must return or destroy a Physical Card if we ask you to do so.
- 6.6 As a means of preventing fraudulent or Unauthorised use of your Linked Account, you agree:
- (a) that upon receipt of your Physical Card, you will sign it immediately and prior to use; and
  - (b) to ensure that all Additional Cardholders sign the Physical Card issued to them immediately upon receiving it and prior to use.
- 6.7 If you are issued a Digital Card, the active status of your Physical Card will be the same as your Digital Card (even if you have not received your Physical Card). You should carefully check transactions effected on your Linked Account. If you suspect that Unauthorised Transactions have been made on your Account, you must immediately tell us by calling:
- (a) 1300 228 228 (in Australia); or
  - (b) +61 2 5646 5900 (from overseas);
  - (c) sending us a notification through Internet Banking or our bcu Connect App.
- You should also immediately implement appropriate card controls (such as temporary card block), which you can do through Internet Banking or the bcu Connect App.

### **Digital Card (when available)**

- 6.8 A Digital Card is valid when it is issued to you, unless you are required to activate it - in which case the Digital Card will be valid when it has been activated by you.

- 6.9 To prevent fraudulent or Unauthorised use of your Linked Account, a Digital Card will be issued with card controls in place to restrict its use. You can change these card controls but must ensure that you maintain the security of your Device or account through which your Digital Card can be viewed or accessed.
- 6.10 You agree that a Digital Card is our property at all times. You must deactivate a Digital Card, remove the Card Details from any Digital Wallet to which they are registered, or remove the Digital Card from any Device or account through which it can be viewed or accessed if we ask you to do so.
- 6.11 You must not modify, encode, encrypt or otherwise interfere with any Digital Card.

## **7. When is a Card valid?**

A card is valid when it is issued to you until its Expiry Date, unless you are required to activate it. A Card which requires activation will be valid from when it is activated (and, if required in the case of a Physical Card, signed) until its Expiry Date.

## **8. Additional Cardholders**

- 8.1 You can ask us to issue a Card to another person who is 16 years of age or older (unless we agree to a younger age) for the purpose of accessing your Linked Account alone.
- 8.2 You must ensure that each Additional Cardholder complies with the terms of this Contract including that they:
  - (a) protect their Card, Card Details, PIN and Passcode in the same way that you are required to protect your Card, Card Details, PIN and Passcode; and
  - (b) do not modify, encode, encrypt or otherwise interfere with any Digital Card.
- 8.3 All Transactions authorised by an Additional Cardholder will be treated by us as having been authorised by you and you will be responsible for them.
- 8.4 You agree and acknowledge that an Additional Cardholder:
  - (a) is authorised by you to make Purchases, EFT Transactions, Cash Withdrawals and deposits in respect of your Linked Account;

- (b) cannot access financial information about your Linked Account including information relating to Transactions and your Linked Account balance; and
- (c) cannot request that the withdrawal limit of your Linked Account be changed; and
- (d) cannot request that an Additional Cardholder have access to your Linked Account.

8.5 You can cancel an Additional Cardholder's authority at any time by written request to us to cancel the Additional Card and by:

- (a) returning their Physical Card to us and removing their Digital Card from any Device or account; or
- (b) satisfying us that:

- their Physical Card has been destroyed;
- any Card Details are removed from any Digital Wallet to which they are registered;
- any Digital Card is removed from any Device or account through which the card can be viewed,

or you have taken all reasonable steps to procure:

- return of the Physical Card to us;
- removal of the Card Details from any Digital Wallet to which they are registered; and
- removal of a Digital Card from any Device or account through which that card can be viewed.

## 9. Cancellation of Cards

9.1 We may, at any time, cancel a Card, or suspend or deny electronic access to the Linked Account (including by capture of the Card at any EFT Terminal), whether or not the Linked Account is closed. We will only do so if we have good reason (eg if we believe that there is a risk of loss to you or us or if you cease to be a member).

9.2 You may request us in writing or through Internet Banking, at any time, to cancel a Card.

9.3 You must immediately return your Physical Card

and any Additional Card(s) to us, and remove any Digital Card from any Device through which that card can be viewed:

- (a) when we notify you that we have cancelled the Card and we ask you to return it; or
  - (b) your Linked Account is closed by you or us.
- 9.4 If a Card is cancelled, you must ensure that the Digital Card and any Card Details are removed from any Digital Wallet to which they are registered or any Device through which they can be viewed.
- 9.5 If a Card is cancelled, you will still be liable for Transactions that are performed prior to cancellation, but which are not posted to your Linked Account until after cancellation of the Card.

## 10. Card replacement

- 10.1 Unless you are in breach of these Terms and Conditions we may at our discretion issue:
- (a) a replacement Card to you prior to the Expiry Date shown on your current Card; and
  - (b) a replacement Additional Card to each Additional Cardholder prior to the Expiry Date shown on the Additional Card held by that Additional Cardholder.

We will order a replacement Card 5 weeks prior to the Expiry Date shown on the current Card. If the User has not completed a PIN authorised transaction on the Card within the 6 months prior to us ordering the replacement Card, we are under no obligation to provide a replacement Card upon expiry of the current Card.

- 10.2 The use of any replacement Card will at all times be subject to these Terms and Conditions.
- 10.3 If we issue a replacement Card:
- (a) you or any Additional Cardholder must ensure that the current Card and Card Details are removed from any Digital Wallet to which they are registered; and
  - (b) in order to use the replacement Card to make payments through the Digital Wallet, the replacement Card and Card Details must first be registered on that Digital Wallet.

10.4 If you do not wish to receive a replacement Card, either for yourself or for an Additional Cardholder, you must notify us in writing 6 weeks before the Expiry Date on the current Card.

## **11. How can we change your Contract and how will we tell you?**

11.1 We may change your Contract at any time without your consent.

11.2 We will notify you in writing at least 20 days before the effective date of change if it will:

- (a) impose or increase any fee or charge for the Card (including for its issue, replacement or performing Transactions with it);
- (b) increase your liability for losses relating to Transactions; or
- (c) subject to clause 11.4 impose, remove or adjust daily or other periodic Transaction limits applying to the use of the Card or Electronic Equipment.

11.3 Subject to clause 11.4, we will notify you of other changes no later than the day of the change, or such longer period as may be required by law by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.

11.4 We are not obliged to give you advance notice in accordance with clause 11.2(c) or clause 11.3 if an immediate change is required for the security of the EFT System, a Card or individual accounts, including for the prevention of systemic or individual criminal activity or fraud.

11.5 We will give you notice of any changes to these Terms and Conditions that relate to the use of Digital Wallets before the change takes place, by advertisement in the national or local media, notice in a newsletter or statement of account, individual notice sent to you, email, SMS or by sending you a message through internet banking or the bcu Connect App.

11.6 The circumstances in which we may make

changes to the Contract include but are not limited to those where there are changes in the costs of providing our services to you, changes in legal or other regulatory requirements affecting us, or changes in any system, product development or investment.

- 11.7 When a Card is used after notification of any such changes, you accept the change and use of the Card shall be subject to the change.

## **12. No waiver**

If we fail to exercise or delay in exercising any of our rights under this Contract, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Terms and Conditions at any time, despite any previous failure or delay on our part.

## **13. Change of Address**

You agree that you will promptly notify us of any change of address (including your email address). You can do this by contacting us on 1300 228 228.

## **14. Governing law**

This Contract is governed by the laws of the state you reside in.

## **15. How we serve notices**

- 15.1 To the extent permitted by law, any notice or document given by us under this Contract, or required by law to be given by us, may be given in writing and can be delivered personally or by pre-paid post to your last known address, or by email to your nominated address where you nominate such an address for those purposes.
- 15.2 A notice, statement or demand from us will be considered to have been received by you:
- (a) if left at your address, on the date delivered or the date it bears, whichever is the later;
  - (b) if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later; and
  - (c) if sent by electronic transmission, on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

## 16. Anti-money laundering

- 16.1 You warrant that the payment of monies by us in accordance with a User's instructions will not breach any laws in Australia.
- 16.2 You agree that we may delay, block or refuse a payment in circumstances where we believe, on reasonable grounds, that making a payment may breach any law in Australia or any other country, and we will incur no liability if it does so.

## Using the Card

### 17. How can a Card be used?

- 17.1 The Card may only be used to perform Transactions on your Linked Account. It can be used in Australia and in most overseas countries.
- 17.2 Users can use their Cards at Merchants and financial institutions which display the Visa Card or appropriate symbol and which accept the Card. A Transaction can be authorised by a User only in the manner required by the Merchant or financial institution, including by:
  - (a) using a Card (including through a Digital Wallet), alone or together with the User's PIN at an EFT Terminal;
  - (b) presenting a Card to a Merchant and signing a voucher or other documentation acceptable to us authorising the Transaction; or
  - (c) providing, in the case of internet, phone or mail order Purchases, the Card Details to a Merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us.
- 17.3 When a Transaction is authorised by a User, you agree that:
  - (a) the User has confirmed the validity of the details of the Transaction, including its amount;
  - (b) we are authorised to act on the instruction of the User and debit your Linked Account with the value of the Transaction (in Australian dollars); and



- (c) the Transaction will not necessarily be processed by us to your Linked Account on the same day as it is authorised by the User.
- 17.4 We may advise you from time to time which Transactions may be performed using the Card and what EFT Terminals of other financial institutions may be used.
- 17.5 At ATMs, Users will be required to use their Card and PIN. In the case of an EFTPOS Terminal, Users may be required to enter or swipe their Physical Card and use their PIN or sign a voucher. If a User has been issued with a Card with Visa payWave (which is identifiable by the payWave logo), or the User has registered the Card with a Digital Wallet, the User will be able to complete Transactions in a quicker manner. Instead of swiping their Physical Card, the User will be required to hold their Physical Card or their Device against a contactless reader. Payments using Visa payWave or a Digital Wallet can only be made at participating Merchants.
- 17.6 Visa payWave may only be used for Purchases under \$100. If the Purchase is equal to or over \$100, Users will be required to either sign a voucher or enter their PIN. Both the Visa and our own security systems continue to protect you from Unauthorised Transactions using the Visa payWave process. However, we cannot guarantee the functionality of Visa payWave as it is provided by third parties. On this basis, we do not accept any liability for any interruption or malfunction of Visa payWave for any reason.
- 17.7 When using EFT Terminals Users will be offered the choice of selecting a 'Credit' or 'Savings' button. Users can select the 'Credit' button for all Transactions except where the User wishes to have a Cash Withdrawal in connection with a Purchase. In that event, Users must select the 'Savings' button.
- 17.8 Bank@Post™
  - (a) You can withdraw cash of up to \$1,000 daily at Australia Post offices displaying the Bank@Post sign.

- (b) You can deposit cash and cheques up to \$3,000 daily at Australia Post offices displaying the Bank@Post sign.
  - (c) A fee may apply to deposit and withdrawal transactions.
  - (d) You will need to use your Card and your PIN to access Bank@Post.
  - (e) Any deposit you make at Bank@Post will not be available for you to draw against until your deposit has been accepted by us and if a cheque has been honoured.
- 17.9 You may request a business or organisation to direct debit funds from your Card. To arrange a direct debit you will need to complete a direct debit request providing your Card Details. Refer to the Savings Accounts and Account Access Channels Terms and Conditions.
- 17.10 A Merchant or other person involved in a Transaction may obtain an authorisation for the payment before the Transaction is made to ensure there are sufficient funds available in your Linked Account for the Transaction (eg if a User pre-books a room in a hotel, the hotel may check that there will be enough funds in your Linked Account to pay for the room). Once this authorisation is completed, the amount of available funds in your Linked Account will be reduced. If the Transaction is not completed following the authorisation, the amount debited to your Linked Account may not be returned to it for up to 6 Business Days.
- 17.11 To the extent permitted by law, we do not accept responsibility for the actions of other financial institutions or Merchants:
- (a) in refusing to accept or honour a Card; or
  - (b) in imposing limits or conditions on use of a Card.
- Users must resolve such issues directly with the financial institution or Merchant.
- 17.12 Card promotional material, or the Visa logo, displayed at any Merchant's premises does not mean that all goods and services at those premises may be purchased using a Card. Card

promotional material, or the Visa logo, displayed on an EFT Terminal does not mean that the EFT Terminal will accept the Card.

- 17.13 Unless required by law, we are not responsible for goods or services supplied to a User or for any refund. The User must take up any complaints or concerns directly with the Merchant and any refund is a matter between the User and the Merchant. If a Merchant gives the User a refund we will only credit the Account when we receive correctly completed refund instructions from the Merchant. If a refund is received from an overseas Merchant, there may be a difference in the Australian dollar values of the item at the time of the Purchase and refund due to fluctuations in currency exchange rates. You take the risk of the fluctuation.

## **18. Purpose of use**

A User must not use their Card (or Card Details) for an unlawful purpose, including the Purchase of goods or services prohibited by Australian law or the law of any jurisdiction in which the Card (or Card Details) is used or where the goods or services are provided.

## **19. What happens if the Card is used overseas?**

- 19.1 You are liable for the Australian dollar equivalent of the amount of all overseas Transactions authorised by a User.
- 19.2 All Transactions made in foreign currency on your Card will be converted into Australian currency by Visa. The exchange rate used will be selected by Visa from a range of wholesale rates available on wholesale currency markets on the processing date, or the government mandated rate that is in effect at that time. For these conversions a charge that is made in United States dollars, Canadian dollars, New Zealand dollars, Singapore dollars, pounds sterling, euros and Japanese yen is converted directly into Australian dollars. A charge that is made in any other foreign currency is converted into United States dollars before being converted into Australian dollars.
- 19.3 For all Transactions made in foreign currency using the Card we charge a foreign currency

conversion fee equal to 3.60% of the value of the Transaction.

- 19.4 Transactions may not be processed to your Linked Account on the same day that they occur. To the extent permitted by law, you bear the risk of a change in exchange rates in the intervening period.
- 19.5 Some overseas Merchants and EFT Terminals charge a surcharge for undertaking an EFT Transaction. Once you have completed the Transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement of account as part of the purchase price of such Transaction.
- 19.6 Before travelling overseas, Users should consult us to obtain the Visa Debit Card Hotline number for their country of destination. Users should use the Visa Debit Card Hotline if any of the circumstances described in clause 29.1 apply.
- 19.7 Users must comply with all applicable exchange control and tax laws governing the use of their Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **20. Transactions that have to be authorised by us**

- (a) At times Transactions with the Card may need to be authorised by us. Also, we may, at our discretion, decline to authorise any Transaction with your Card (eg. for security reasons or there are insufficient funds in the Linked Account).
- (b) We are not liable to you or any third party for any loss or damage resulting from our refusal to authorise a Transaction and you indemnify us in respect of any such loss, except as otherwise provided by these Terms and Conditions.
- (c) If we authorise a Transaction, it will reduce the amount available to be withdrawn from your Linked Account and will reduce any Transaction limit which applies. If the Transaction does not proceed after it is authorised, the amount available to be withdrawn from your Linked Account may not be reinstated for up to six Business Days.

## 21. Transaction limits

- 21.1 You agree that a Card will not be used to overdraw your Linked Account.
- 21.2 We may, at any time, limit the number or value of EFT Transactions which may be undertaken by Users, including on a periodic basis. We may, at any time, change any such limit. If we remove or increase such a limit, this may increase your liability in the case of Unauthorised Transactions.
- 21.3 The minimum Cash Withdrawal limit from any ATM is AU\$20.
- 21.4 Subject to clause 21.5, the maximum daily Cash Withdrawal limit for a Card is AU\$1,000 per Card. This means that each User can use their Card to withdraw a maximum of AU\$1,000 per day from your Linked Account (subject to sufficient available funds in the Linked Account).
- 21.5 Cash Withdrawals from your Account at EFTPOS Terminals will count towards your daily AU\$1,000 Cash Withdrawal limit if you select the Savings' button. This may increase your liability for Unauthorised Transactions.
- 21.6 You acknowledge that Merchants and other financial institutions may impose additional restrictions on the value of EFT Transactions which may be undertaken.

## 22. Statements

- 22.1 Statements of account for your Linked Account will be sent as frequently as required by the terms and conditions applying to that account but, in any event, will be sent at least half yearly where financial activity has occurred in respect of the Linked Account.
- 22.2 Half yearly statements are issued by the 6th business day of January, and July.
- 22.3 You should check all entries on each statement of account and tell us promptly of any error or possible Unauthorised Transactions.

## 23. Fees and charges

- 23.1 For our fees and charges applicable to the issue or use of the Card and to your Linked Account, refer

to the Savings Accounts Schedule of Access, Fees & Charges.

- 23.2 Some Merchants and EFT Terminals charge a surcharge for making EFT Transactions. Users should make the appropriate enquiries as to whether any surcharge applies, and the amount of any surcharge, before completing the Transaction. Once a Transaction is confirmed, you will not be able to dispute the surcharge.
- 23.3 You agree that we are authorised to debit the fees and charges to your Linked Account when they are payable.
- 23.4 We will also debit your Linked Account with an amount equal to any government tax, duty or charge imposed on us or you by law in any country in respect of the Card or Transactions with the Card.
- 23.5 If a cheque is deposited, the amount of the cheque will not be available to you until it is cleared.

## **24. Regular payment arrangements**

- 24.1 Users may use their Card Details to authorise a Merchant to charge amounts to your Linked Account on a regular basis. If they do, they should make a record of any authority given or payment arrangement made (including the Merchant's name and contact details, and the amount(s) and date(s) upon which payments are to be processed).
- 24.2 If a User wishes to change or cancel any such payment authority or arrangement, the User should contact the Merchant in writing at least 15 Business Days before the next payment is due and should make and keep a copy of that request. Until the Merchant is notified we are required to process the payments to the Merchant. However, if the Merchant fails to comply with a request to change/cancel the authority or arrangement, you have the right to dispute any Charges (See clause 38).
- 24.3 If a User's Card details change because their Card is cancelled, lost or stolen and a replacement Card is issued, the User should provide the new details to any relevant Merchant to ensure

the continuation of any regular payment arrangement and the continued provision of the relevant goods or services

- 24.4 Should your Linked Account be closed, by you or us, you should contact the Merchants with whom any User has regular payment arrangements and advise them of any new arrangements you or a User may wish to make in order to avoid cancellation by the Merchant of the provision of the relevant goods or services.

## **25. Records of Transactions**

- 25.1 We recommend that you check and retain all Transaction receipts, sales vouchers and payment or transfer reference numbers issued to a User after conducting a Transaction, to assist in checking Transactions against your statements of account.
- 25.2 You agree that a receipt, sales voucher or other record of a Transaction provided by a Merchant or EFT Terminal is evidence of the Transaction and of the amount shown, even if it is not signed by a User, unless the contrary is established.

## **Other services which may be available in connection with the Card**

### **26. Visa Secure**

- 26.1 Visa Secure is a service designed to provide improved security when a Card is used to perform Transactions online with Participating Online Merchants, by seeking to verify that the User is you or an Additional Cardholder (in the same way that a PIN or signature is used in a physical store).
- 26.2 Visa Secure is only available in connection with Participating Online Merchants. These Merchants display the Visa Secure logo on their website.
- 26.3 Each time a User performs a Transaction with a Participating Online Merchant, the Visa Secure program assesses the risk level of the Transaction. Certain activities may seem out of the ordinary (eg. because of their high dollar value) and, in such circumstances, the User will be asked to confirm some personal details held by us to verify their identity and to ensure that the

Card is not being used without your permission. An Additional Cardholder may be requested to confirm their identity using information about you.

- 26.4 We may, at any time, discontinue, terminate or suspend (either permanently or temporarily and either wholly or partially) the Visa Secure service, or any part of the Visa Secure service, without giving you prior notice. We may also, at any time, change any aspect or functionality of the Visa Secure service, without giving you prior notice.

## **27. Digital Wallets (when available)**

- 27.1 Users may use a Digital Wallet to make contactless payments using their Card through a compatible Device. This clause 27 sets out the particular terms that apply to the use of a Card in a Digital Wallet.
- 27.2 There may be additional terms and conditions imposed by the Digital Wallet Provider, or the provider of a Device or telecommunications service, and Users are also required to comply with them.
- 27.3 A User's ability to register a Card into a Digital Wallet is at our reasonable discretion. We will provide reasons if we will not or cannot register a Card into a Digital Wallet.
- 27.4 We do not guarantee that any or all Merchants will accept payment using the Digital Wallet. We are not liable for any loss or inconvenience incurred as a result of the refusal of any Merchant to accept payment in this way.
- 27.5 We are not the provider of the Digital Wallet, and are not responsible for its use or function, including any disruption, failure, malfunction or unavailability or any security breach affecting information stored in or sent from the Digital Wallet. Users should contact the Digital Wallet Provider if they have questions or concerns about the Digital Wallet.
- 27.6 If you access a Device using biometric recognition, such as a fingerprint, no Passcodes will be required in order for you to make



payments through the Digital Wallet on that Device. To protect your Linked Account(s), you should ensure that:

- (a) only your biometrics are stored in that Device; and
  - (b) that Device, and your biometrics used in connection with that Device, remain secure at all times.
- 27.7 We do not charge any fees for the use of a Digital Wallet in addition to the fees and charges that already apply to the use of a Card. Third party fees and charges may apply to the use of a Digital Wallet, such as those imposed by a telecommunications service for data usage and text messaging.
- 27.8 We can suspend or cancel the ability to use a Card to make payments using a Digital Wallet. We may do so reasonably and at any time, for example, if we suspect fraud with the Card, if there is an overdue or negative balance on the Card account, if applicable laws change, if we cease to permit Cards to be used with any Digital Wallet, or if we are directed to do so by the Digital Wallet Provider or the applicable card scheme. We will notify you if we do so.
- 27.9 A User may remove a Card from a Digital Wallet at any time by following the Digital Wallet Provider's procedures for removal.
- 27.10 A User's Device may be linked to other Devices by a common account. If so, when a Card is added to a Digital Wallet using the Device, that Card may also be accessible through a Digital Wallet on a linked Device, which may permit users of the linked Device to see the Card Details and make payments with that Card.

## **Security of access methods**

### **28. Guidelines to protect access methods**

- 28.1 Users must protect their Cards, Card Details, PINs and Passcodes at all times to prevent Unauthorised access to your Linked Account. They must take care to ensure that none of these access methods is misused, lost or stolen and that their PIN and Card Details do not become known to anyone else.

28.2 This clause contains guidelines which should be followed by Users to protect against unauthorised use of such access methods. These guidelines provide examples only of security measures and will not determine your liability for losses resulting from any Unauthorised Transaction. Liability for Unauthorised Transactions will be determined in accordance with clause 34 of these Terms and Conditions and the ePayments Code.

**To protect a Physical Card:**

- sign the Physical Card as soon as it is received;
- always keep the Physical Card in a safe, secure place and check regularly to ensure it has not been lost or stolen;
- never lend the Physical Card to any person or permit any other person to use the Physical Card; and
- when a Transaction is complete remember to take the Physical Card and the Transaction receipt.

**To protect a Digital Card:**

- always keep your Device on, or account through, which your Digital Card can be viewed locked when you are not using it;
- never lend your Device on which your Digital Card can be viewed to any person or permit any other person to use your Device;
- if you use biometric recognition to access your Device on which your Digital Card can be viewed, ensure that only your biometrics are stored in your Device;
- ensure that your passcodes and biometrics stored in connection with your Device on which your Digital Card can be viewed remain secure at all times; and
- log out from any account through which your Digital Card can be viewed when you are not using it.

**To protect the Card Details:**

- do not give or tell the Card Details to anyone; and

- use care to prevent anyone seeing the Card Details when entering them at Electronic Equipment.

### **To protect a PIN:**

- memorise the Passcode when it is received and destroy any notice of it;
- if given the option to select a PIN, Users should not select a PIN which represents a name, date, telephone number, car registration or anything else that could be associated with them, not a PIN which has an easily retrievable combination (such as repeated numbers or letters);
- never tell or show a PIN to anyone, including a family member, friend or person in authority (such as a bank officer or police officer);
- do not record a Passcode on the Card or any Device
- do not keep a record of the Passcode (without making any reasonable attempt to disguise it) with the Card or any Device (for example, together in a bag, wallet or same piece of furniture) or in an article which is liable to be lost or stolen simultaneously with the Card or any Device;
- be careful to prevent anyone else from seeing the PIN being entered at Electronic Equipment and watch out for mirrors, security cameras or any means which enable other people to see the PIN being entered; and
- if a User suspects that someone else may know their PIN or that an Unauthorised person is using their PIN, they should change the PIN and contact us immediately on 1300 228 228 and advise us of the relevant details

### **We do not consider the following to be reasonable attempts to disguise a PIN**

- recording the disguised Passcode on the Card or Device;
- disguising the PIN by reversing its number sequence;

- describing the disguised record as a PIN record;
- disguising the PIN as a telephone number where no other numbers are recorded;
- disguising the PIN as a telephone number, postcode, amount or date with the PIN in its correct sequence within the number;
- disguising the PIN using alphabetical characters, i.e. A=1, B=2, C=3 etc. or in any other easily understood code; or
- recording the PIN as a series of numbers or letters with any of them marked to indicate the PIN.

Users must not use any other form of disguise which is similarly unsuitable or such that another person can easily work it out.

## Loss, theft or Unauthorised use of an access method

### 29. What Users must do

29.1 If any Card or Device holding a Digital Wallet into which a Card has been registered or through which a Digital Card can be viewed, has been lost, stolen or used without authorisation, a Passcode has become known to someone else, any security credentials on any Device are otherwise compromised, or a User suspects that Unauthorised Transactions have been made on your Linked Account, you or another User must immediately tell us by:

- (a) calling;
  - 1300 228 228 (in Australia); or
  - +61 2 5646 5900 (from overseas); or
- (b) sending us notification through Internet Banking or the bcu Connect App.

We will issue a reference number which should be kept as evidence of the time and date of the notification.

You should also immediately implement appropriate card controls (such as temporary card block), which you can do through Internet

Banking or the bcu Connect App.

- 29.2 If the Visa Debit Card Hotline is not operating at the time notification is attempted, the loss, theft or Unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the Visa Debit Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or Unauthorised use is reported to us as soon as possible during business hours.

### **30. What if a User is overseas?**

If any of the events referred to in clause 29.1 occur outside Australia, the User must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the Card:

- (a) with us, by telephone or priority paid mail as soon as possible; or
- (b) by telephoning the Visa Debit Card Hotline number for the country they are in, which they should obtain from us prior to their departure overseas.

### **31. Additional card controls**

If any of the events referred to in clause 29.1 occur, you should immediately implement appropriate card controls, (such as temporary card block), which you can do through Internet Banking or the bcu Connect App.

### **What is your liability for Unauthorised EFT Transactions?**

#### **32. Your liability**

- 32.1 This part of these Terms and Conditions deals with your liability for EFT Transactions which are carried out without the knowledge or consent of a User (i.e. Unauthorised).
- 32.2 You are liable for all EFT Transactions carried out with the knowledge or consent of a User, regardless of when the Transaction is processed to your Linked Account with us, subject to any right we may have under the Card Scheme Rules to request a reversal (i.e. "Chargeback") of the Transaction for you (see clause 38).

### **33. You are not liable in the following circumstances**

- 33.1 You are not liable for any loss arising from an Unauthorised EFT Transaction that occurs:
- (a) where it is clear that the User has not contributed to the loss;
  - (b) by the fraudulent or negligent conduct of our employees or agents, or those of Merchants or any organisation involved in the EFT System;
  - (c) because a Card or PIN is forged, faulty, expired, or cancelled;
  - (d) before the User has received their Card or PIN (as relevant);
  - (e) due to the same Transaction being incorrectly debited more than once to the Linked Account;
  - (f) after we receive notification that the User's Card, or Device holding a Digital Wallet or through which a Digital Card can be viewed, has been misused, lost or stolen or used without authority, or their Passcode has become known to someone else; or
  - (g) where the Transaction is one which can be made using a Card or any Device, but which does not require a PIN, unless the User unreasonably delays reporting the loss or theft of the Card or any Device.
- 33.2 You are also not liable for any loss arising from any Unauthorised Transaction in an amount greater than the amount of your liability had we exercised our rights (if any) under the Card Scheme Rules against other parties to that scheme, for example, Chargeback rights.

### **34. You are liable in the following circumstances**

- 34.1 Subject to clause 34.2, you are liable for the loss arising from an Unauthorised Transaction that occurs before we receive notification that the User's Card or Device has been lost or stolen or used without authority or that their Passcode has become known to someone else and we provide on the balance of probability that the User has contributed to the loss by:
- (a) the User's fraud;

- (b) voluntarily disclosing their Passcode to anyone, including a family member or friend;
- (c) indicating their Passcode on the Card or any Device, or keeping a record of their Passcode (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with the Card or any Device or liable to loss or theft simultaneously with the Card or any Device;
- (d) when changing a Passcode, selecting a Passcode which represents the User's birth date or a recognisable part of the User's name;
- (e) acting with extreme carelessness in failing to protect the security of their Passcode;
- (f) leaving a Physical Card in an ATM, provided that the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM (for example, the ATM captures cards that are not removed after a reasonable time or requires that a card be removed from the ATM before the transaction can proceed); or
- (g) unreasonably delaying notifying us of the Unauthorised use, theft or loss of the Card or any Device, or that the Passcode has become known to someone else.

However, in the case of clause 34.1(g), you will only be liable for the losses which occur between when the User became aware of the loss, theft or Unauthorised use (or should reasonably have become aware in the case of a lost or stolen Card or any Device) and when we were actually notified.

34.2 However, you will not be liable under clause 34.1 for:

- (a) the portion of the loss on any day, or in any period, that exceeds any applicable daily or periodic Transaction limit (as relevant);
- (b) the portion of the loss on any Linked Account that exceeds the balance of the Linked Account; or

(c) any loss incurred on any account which you had not agreed with us could be accessed using the Card or any Device used to perform the Transaction.

34.3 Where a Passcode was required to perform the Unauthorised EFT Transaction and clause 34.1 does not apply, your liability for any loss arising from an Unauthorised EFT Transaction, if the loss occurs before you notify us of the Unauthorised use, loss or theft of the Card or any Device, or of the Passcode becoming known to someone else, is the lesser of:

- (a) \$150;
- (b) the balance of your Linked Account; or
- (c) the actual loss at the time we are notified of the Unauthorised use, loss or theft of the Card or any Device or of the Passcode becoming known to someone else (limited to any daily or periodic Transaction limits applicable to the use of the Passcode or Linked Account).

### **35. Liability for equipment malfunctions**

35.1 You will not be responsible for any loss caused because the EFT System or EFT Equipment accepted a User's instructions but failed to complete the Transaction.

35.2 If the User should reasonably have been aware that the EFT System or the EFT Equipment was unavailable for use or was malfunctioning our liability is limited to correcting any error in the Linked Account and to the refund of any charges or fees imposed on you as a result.

### **36. Your maximum liability**

Even in the event that clauses 34 and 35 apply, your liability for Unauthorised EFT Transactions will not exceed your liability under the provisions of the ePayments Code, where that code applies.

### **What is your liability for other Unauthorised Transactions?**

#### **37. Your liability**

37.1 If, in cases not involving EFT Transactions, a Card or Card Details are used without a User's authority, you are liable for the actual loss arising from the Transaction at the time we are notified of the Unauthorised use (except that portion of the



loss incurred on any one day that exceeds any applicable daily Transaction limit or other periodic Transaction limit) less any amount recovered by us in the exercise of our rights (if any) under the Card Scheme Rules against other parties to that scheme.

- 37.2 The provisions of the ePayments Code do not apply to your liability under this clause.

## Chargebacks

### 38. How can you benefit from a Chargeback?

- 38.1 Under the Card Scheme Rules we have the right in certain circumstances, and in respect of both authorised and Unauthorised Transactions, to seek, on your behalf, the reversal of a Transaction (a "Chargeback") and its debiting to the Merchant's account with its financial institution. We may be entitled to do so, for example, where a User has effected a Transaction by telephone with a Merchant (using their Card Details) and where the goods which were ordered and for which payment was made, were never delivered.
- 38.2 A Chargeback right will only be possible in respect of a Purchase which involves the use of a User's Card Details or the use of an EFTPOS Terminal where the User selects the "Credit" button.
- 38.3 You should make every effort to report a disputed Transaction to us in writing within 120 days of the date of transaction, so that we may reasonably ask for a Chargeback where such right exists. A failure to report a disputed Transaction and/or provide additional information within this timeframe and in the form we require could affect our ability to claim a Chargeback right (if any) under the Card Scheme Rules.
- 38.4 If you dispute a Transaction with us within the required timeframe and a Chargeback right exists under the Card Scheme Rules, we will claim a Chargeback on your behalf without delay. We will also:
- (a) ensure we claim the Chargeback for the most appropriate reason; and
  - (b) not accept a refusal to Chargeback by the

Merchant's financial institution unless it is reasonable and consistent with the Card Scheme Rules.

- 38.5 Where possible, we will assist you to seek a Chargeback of any Unauthorised Transaction debited to your Account under a regular payment arrangement where payments continue to be debited because the Merchant has not complied with a User's request to cancel the arrangement.

## Complaints, Disputes and their Resolution

### 39. Responding to your complaints

- 39.1 We are committed to responding to complaints and disputes in a way that is prompt and efficient, consistent with the law and applicable industry codes and in a manner that is fair to everyone involved. Our ability to deal effectively with any complaint a User may have will usually depend, however, on the User responding to our reasonable requests for information in respect of our consideration of the complaint.
- 39.2 If a User has a complaint about the service provided by us, including an EFT Transaction and an Unauthorised EFT Transaction, the User can contact the nearest bcu store or call us on 1300 228 228 to discuss the complaint.
- 39.3 If the complaint is not satisfactorily resolved during that discussion, a User may contact our Member Advocate who will discuss the issue and attempt to resolve the complaint at [member.engagement@bcu.com.au](mailto:member.engagement@bcu.com.au) Note clauses 8(c) to 8(j) of the Savings Accounts and Account Access Terms and Conditions Statement will apply to the User's complaint.
- 39.4 If we decide to resolve the User's complaint by exercising our rights under the Card Scheme Rules, different time limits to those set out in clause 8 of the Savings Accounts and Account Access Channels Terms and Conditions may apply. If so, we will inform the User in writing of those time limits and when the User can reasonably expect a decision. We will also suspend your obligation to pay any amount

which is the subject of the complaint and any charge related to that amount until your complaint has been resolved.

#### **40. External Dispute Resolution (EDR)**

40.1 If a User is not satisfied with our decision in respect of a complaint, the User may contact our independent external dispute resolution scheme in respect of the complaint:

Name: The Australian Financial Complaints Authority (AFCA)

Mail: GPO Box 3 Melbourne VIC 3001

Phone: 1800 367 287

Fax: (03) 9613 6399

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [afca.org.au](http://afca.org.au)

40.2 Please note however, that our EDR Scheme cannot deal with the matter unless there has first been an attempt to resolve it with us; and either:

(a) we have made a formal proposal to resolve the complaint, and we have been told that the proposal is not acceptable; or

(b) at least 45 days has elapsed since the complaint was made;

whichever event occurs sooner.

#### **41. Limitation on the period of time after which we will not accept complaints**

We will not accept a complaint from a User if we receive the complaint more than 6 years from the day that the User first became aware, or should reasonably have become aware, of the circumstances giving rise to the complaint.

## Contact US

**bcu, a division of Police & Nurses Limited**

ABN 69 087 651 876 AFSL 240701

Australian Credit Licence 240701

PO Box 1563, Coffs Harbour, NSW 2450

**Tel: 1300 228 228**



**1300 228 228 | [bcu.com.au](http://bcu.com.au)**