

Visa Debit Card Conditions of Use

Effective date: 20 March 2013



This booklet should be read in conjunction with the Terms and Conditions contained in the Financial Service Guide (FSG) for the Bank products including: Savings Accounts, Investment Accounts, Payment Services, Visa Debit Card, Redicard, Internet Banking, BPAY, Redial and Member Chequing. AFSL/ Australian Credit Licence No. 240018. ABN 95 087 650 799.

Police Bank Ltd

ABN 95 087 650 799. AFSL/Australian Credit Licence No. 240018
Level 27, 1 Market Street, Sydney NSW 2000.

Customs Bank is a division of Police Bank Ltd. All terms and conditions that apply to Police Bank also apply to Customs Bank.

Visa Debit Card Conditions of Use

These Conditions of Use take effect on and from 1 December 2012 except as otherwise advised in writing and replace all Visa Card Conditions of Use previously issued.

Product Disclosure Statement

These conditions of use apply to your use of the Visa Card. You will also be given a Financial Services Guide, which sets out other important information about this product.

Together these two documents comprise the Bank Product Disclosure Document for the Visa Debit Card product.

These conditions of use govern the use of the Visa Card to access your Linked Account(s). The Bank will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the terms and conditions for the relevant Linked Account.

Enquiries

If you would like any further information about the Visa Card please contact the Bank (see back cover).

You should follow the guidelines below to protect against unauthorised use of the Visa Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such transactions will be determined in accordance with clause 16 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

Guidelines for ensuring the security of the Visa Card and PIN:

- Sign the Visa Card as soon as you receive it;
- Keep the Visa Card in a safe place;
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;
- Never write the PIN on the Visa Card;
- Never write the PIN on anything which is kept with or near the Visa Card;
- Never lend the Visa Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the Visa Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the Visa Card to your Bank or to the Visa Card Hotline;
- Keep a record of the Visa Card number and the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers;

- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Visa Card has been used without your authority; and
- Immediately notify your Bank of any change of address.

1. Introduction

a. These Conditions of Use govern use of the Visa Card to access to your Linked Account(s) at your Bank. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

b. Definitions:

In these Conditions of Use:

“Card Details” means the information provided on the card and includes, but is not limited to, the card number and expiry date.

“Bank” means Police Bank as the product issuer.

“CUSCAL” means Credit Union Services Corporation Australia Limited.

“Day” means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

“EFT System” means the shared system under which electronic transactions are processed.

“EFT Terminal” means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of your Bank or any third party for use with a Visa Card and PIN to conduct an electronic transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

“Electronic Transaction” means a transaction initiated by your instruction to:

- a. Withdraw cash from an automatic teller machine with the Visa Card and your PIN;
- b. Purchase goods and/or services at Visa outlets using the Visa Card and your PIN or signature depending on the relevant authorisation requirement of the Visa outlet; and
- c. Make a payment via the internet or telephone using your Visa Card number and any associated security code if required.

“Electronic Equipment” includes, but is not limited to, a computer, television, telephone and an EFT terminal.

“Linked Account” means your account(s) which you link to a Visa Card, and includes any overdraft or line of credit which you may attach to your Linked Account.

“Merchant” means a retailer or any other provider of goods or services.

“Nominee” means any person nominated by you to whom your Bank has issued an additional VISA Card to access your Linked Account(s).

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“**PIN**” means the personal identification number issued to you or a nominee by your Bank for use with a Visa Card when giving an instruction through Electronic Equipment.

“**Regular Payment Arrangement**” means either a recurring payment or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your Linked Account at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

“**Visa Card**” means the Visa Card issued to you or a Nominee by your Bank.

c. Unless otherwise required by the context, a singular word includes the plural and vice versa.

2. Chargebacks

As a Visa Card holder you have rights under the rules of your card scheme to dispute Visa Card transactions. If you believe a purchase was not properly authorised or processed, or there is some other problem, you may have a right to recover the amount of the purchase under the scheme’s “Chargeback Rules”.

- a. You may be entitled to reverse (chargeback) a transaction if you have a dispute with a merchant about it (for example where the merchant has not provided you with the goods or service you paid for using your debit card).
- b. If you believe that you are entitled to a chargeback, you must notify us as soon as possible. The operating rules of the Visa Card scheme impose time limit for chargebacks. After these time limits have expired, we are not able to charge back a transaction and you will be liable for it. The minimum time limit generally applicable is 90 days after the disputed transaction.
- c. In some cases where the ePayments Code applies, its time limits apply rather than the rule of the card schemes.
- d. You are responsible for reviewing your statements of account. We are not responsible for any loss to you if you do not ask us to chargeback a transaction within the applicable time limit.
- e. If you notify us in time and we are satisfied that you are entitled to a chargeback we will credit your account for the amount initially debited for the transaction. However the merchants also have rights to have the transaction further investigated and re-debited if appropriate.
- f. Charge back rights do not apply in respect to BPAY payments from the cardholders account.

3. Codes of Conduct

- a. Your Bank warrants that it will comply with the requirements of the Mutual Banking Code of Practice and the ePayments Code where that code applies and any other relevant industry code of practice that may apply to it.
- b. The relevant provisions of the Mutual Banking Code of Practice apply to these Conditions of Use.

4. Signing the Visa Card

You agree to sign your Visa Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Visa Card.

You must ensure that your Nominee signs the Visa Card issued to them immediately upon receiving it and before using it.

5. Protecting the PIN

- a. Your Bank will provide a PIN to use the Visa Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Visa Card.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to the Bank that the PIN has been misused or has become known to someone else.
- d. Do not record the PIN on the Visa Card or keep a record of the PIN on anything which is kept with or near the Visa Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

6. Using the Visa Card

- a. You can conduct transactions up to \$35.00 dollars without entering your PIN or signing as long as you press the 'Credit' button and these transactions are conducted face-to-face at a participating merchant outlet. The merchant must provide you with a receipt for the transaction at your request.
- b. If you have been issued with a Visa Debit PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping or inserting your card as you always have, you will only need to tap your Visa card against the PayWave reader.

Payments using the PayWave functionality can only be made at a participating merchant outlet and if your purchase is AU\$100.00 or less. If your purchase is over AU\$100.00, you will need to sign or enter a PIN.

The Visa and Bank security systems continue to protect you for unauthorised transactions. The same conditions apply to your Visa Debit PayWave transactions as your other Visa card transactions.

- c. The Visa Card may only be used to perform transactions on your Linked Account(s). The Bank will advise you of the accounts, including any credit facility, which you may link to the Visa Card.

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- d. Your Bank will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the Visa Card (including all mail or telephone orders placed by quoting the Visa Card number) and all other electronic transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT terminals.
- e. Your Bank will advise you from time to time:
 - (1) What electronic transactions may be performed using the Visa Card; and
 - (2) What EFT terminals of other financial institutions may be used.
- f. Transactions will not necessarily be processed to your Linked Account on the same Day.

7. Using the Visa Card outside Australia

- a. All transactions made overseas on the Visa Card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- b. All transactions made overseas on the Visa Card are subject to a currency conversion fee equal to 2% of the value of the transaction, payable to Cuscal as the principal member of Visa Worldwide, plus 1% of the value of the transaction payable to the Bank. The amount of currency conversion fee is subject to change from time to time and the Bank will advise you in advance of any such change.
- c. Some overseas merchants and EFT terminals charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- d. Some overseas merchants and EFT Terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- e. A cardholder must comply with all applicable exchange control and tax laws governing the use of the Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

8. Withdrawal and transaction limits

- a. You agree that the Visa Card will not be used to:
 - (1) Overdraw any of your Linked Account(s); or
 - (2) Exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.

- b. If clause 7(a) is breached, the Bank may:
 - (1) Dishonour any payment instruction given; and
 - (2) Charge you an administrative fee as advised to you from time to time.
- c. The Bank may at any time limit the amount of an electronic transaction. If this required for security or credit risk purposes. The Bank will advise you of any such daily or periodic transaction limits in the FSG.
- d. You acknowledge that third party organisations including merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

9. Authorisations

You acknowledge and agree that:

- (a) The Bank has the right to deny authorisation for any electronic transaction for security or risk purposes; and
- (b) The Bank will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

10. Deposits at EFT terminals

- a. Any deposit you make at an EFT terminal will not be available for you to draw against until your deposit has been accepted by the Bank.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once the Bank has verified it in the following way:
 - (1) Your deposit envelope will be opened in the presence of any two persons authorised by the Bank;
 - (2) Should the amount you record differ from the amount counted in the envelope, The Bank may correct your record to the amount counted;
 - (3) The Bank's count is conclusive in the absence of manifest error or fraud unless you provide us with satisfactory supporting evidence of the amount you deposited; and
- d. If the amount recorded by the EFT terminal as having been deposited should differ from the amount counted in the envelope by the Bank, the Bank will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. The Bank is responsible for the security of your deposit after you have completed the transaction at the EFT terminal (subject to the Bank's verification of the amount you deposit).

11. Account statements

- a. The Bank will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. In respect of any Linked Accounts which have a pre-arranged credit facility attached such as line of credit or overdraft, the

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- Bank will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
 - d. The Bank may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

12. Transaction slips and receipts

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an electronic transaction, as well as copies of all sales and cash advance vouchers, to assist in checking electronic transactions against your statements.

13. Additional cards

- a. You may authorise the Bank to issue an additional Visa Card to your nominee provided this person is over the age of 16 and satisfies the identity verification requirements of the Anti Money Laundering and Counter-Terrorism Financing Act 2006.
- b. You acknowledge that where you have more than one Linked Account, your nominee will have access to all those Linked Accounts.
- c. All transactions effected or authorised by and additional card holder will be treated as having been authorised by you and you will be responsible for them.
- d. The Bank will give each nominee a PIN.
- e. Your nominee's use of the Visa Card and PIN is governed by the Conditions of Use.
- f. You must ensure that each nominee protects their Visa Card and PIN in the same way as these Conditions of Use require you to protect your Visa Card and PIN.

14. Renewal of the Visa Card

- a. Unless you are in breach of these Conditions of Use or the Bank deems otherwise for the security of the EFT system or individual accounts, the Bank will automatically provide you and your nominee with a replacement Visa Card before the expiry date of the current Visa Card or additional Visa Card.
- b. If you do not wish to receive a replacement Visa Card, either for yourself or for your nominee, you must notify the Bank before the expiration date of the current Visa Card. You must give the Bank reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Card.

15. Cancellation and return of the Visa Card

- a. The Visa Card always remains the property of the Bank.
- b. The Bank can immediately cancel the Visa Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the Visa Card at any EFT terminal.

- c. The Bank may, at any time, cancel the Visa Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your Visa Card or any Visa Card issued to your nominee at any time by giving the Bank written notice.
- e. If you or the Bank cancel the Visa Card issued to you, any Visa Card issued to your nominee(s) will also be cancelled.
- f. You cancel all regular repayment arrangements and standing authorities with merchants operating on your card account (or on any Visa Card issued to your nominee). Failure to do this could result in your liability for any use.
- g. You will be liable for any transactions you or your nominee make using the Visa Card before the Visa Card is cancelled but which are not posted to your Linked Account until after cancellation of the Visa Card.
- h. You must return your Visa Card and any Visa Card issued to your nominee to the Bank when:
 - (1) The Bank notifies you that it has cancelled the Visa Card;
 - (2) you close your Linked Account(s);
 - (3) you cease to be a member of the Bank;
 - (4) you cancel your Visa Card, any Visa Card issued to your nominee, or both; or
 - (5) you alter the authorities governing the use of your Linked Account(s) unless Police Bank agrees otherwise.

16. Use after cancellation or expiry of the Visa Card

- a. You must not use the Visa Card or allow your nominee to use the Visa Card:
 - (1) Before the valid date or after the expiration date shown on the face of the Visa Card; or
 - (2) After the Visa Card has been cancelled.
- b. You will continue to be liable to reimburse the Bank for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at the Bank.

17. Your liability in case the Visa card is lost or stolen or in case of unauthorised use

- a. You are liable for all losses caused by unauthorised electronic transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses:
 - (1) Where it is clear that you and your nominee have not contributed to the loss;
 - (2) That are caused by the fraudulent or negligent conduct of employees or agents of:
 - The Bank;
 - Any organisation involved in the provision of the EFT system; or
 - Any Merchant;relating to a forged, faulty, expired or cancelled Visa Card

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- or PIN;
 - (3) That are caused by the same transaction being incorrectly debited more than once to the same account;
 - (4) That would exceed the amount of your liability to the Bank had the Bank exercised its rights (if any) under the VISA Worldwide Operating Rules and Regulations against other parties to those rules and regulations; or
 - (5) Resulting from unauthorised use of the Visa Card or PIN:
 - (i) In relation to an electronic transaction which does not require a PIN authorisation, before receipt of the Visa Card;
 - (ii) In relation to an electronic transaction which requires PIN authorisation, before receipt of the PIN; or
 - (iii) In either case, after notification to the Bank in accordance with clause 17 that the Visa Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
 - (6) That arises from an unauthorised transaction using an identifier only, where the transaction can be made using a device, but does not require a pass code unless you have unreasonably delayed reporting the loss or theft of the device.
- c. You will be liable for any loss of funds arising from any unauthorised electronic transaction using the Visa Card or PIN if the loss occurs before notification to the Bank or the Visa Card Hotline that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else and if the Bank proves, on the balance of probabilities, that you or your nominee contributed to the loss through:
- (1) Fraud, failure to look after and keep the PIN secure in accordance with clauses 4(b), (c) and (d), or extreme carelessness in failing to protect the security of the PIN; or
 - (2) Unreasonably delaying in notifying the Bank or the Visa Card Hotline of the misuse, loss or theft of the Visa Card or of the PIN becoming known to someone else and the loss occurs between the time you or your nominee did, or reasonably should have, become aware of these matters and the time of notification to the Bank or the Visa Card Hotline.

However, you will not be liable for:

- (i) The portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
 - (ii) The portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
 - (iii) All losses incurred on any account which you had not agreed with the Bank could be accessed using the Visa Card and PIN.
- d. Where a PIN was required to perform the unauthorised transaction and clause 16(c) does not apply, your liability for

any loss of funds arising from an unauthorised transaction using the Visa Card, if the loss occurs before notification to the Bank or the Visa Card Hotline that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- (i) \$150;
 - (ii) The actual loss at the time of notification to the Bank or the Visa Card Hotline of the misuse, loss or theft of the Visa Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Visa Card or your Linked Account); or
 - (iii) The balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving electronic transactions, the Visa Card or PIN are used without authority, you are liable for that use before notification to the Bank or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit.
- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.

18. How to report loss, theft or unauthorised use of the Visa Card or PIN

- a. If you or your nominee believe the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, you or your nominee must immediately contact the Bank (if during business hours) or the Visa Card Hotline at any time on its emergency number detailed in the box below.
- b. The Visa Card Hotline or the Bank will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting the Bank or the Visa Card Hotline.
- c. When contacting the Visa Card Hotline, you or your nominee should confirm the loss or theft as soon as possible at the Bank's office.
- d. The Visa Card Hotline is available 24 hours a day, 7 days a week.
- e. If the Visa Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to the Bank as soon as possible during business hours. The Bank will be liable for any losses arising because the Visa Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to the Bank as soon as possible during business hours.
- f. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your nominee must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:
 - (1) With the Bank by telephone or priority paid mail as soon

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as possible; or

- (2) By telephoning the VISA CARD HOTLINE number for the country you are in, which you must obtain from the Bank prior to your departure in accordance with clause 6(f) of these Conditions of Use.

VISA CARD HOTLINE
Australia wide toll free
1800 648 027

19. Steps you must take to resolve errors or disputed electronic transaction

a. If you believe an electronic transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify the Bank. Later, but as soon as you can, you must give the Bank the following information:

- (1) Your name, account number and Visa Card number;
- (2) The error or the transaction you are unsure about;
- (3) A copy of the periodical statement in which the unauthorised transaction or error first appeared;
- (4) An explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
- (5) The dollar amount of the suspected error.

If your complaint concerns the authorisation of a transaction, the Bank may ask you or your Nominee to provide further information.

- b. The Bank will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint the Bank will:
 - (1) Complete its investigation and advise you in writing of the results of its investigation; or
 - (2) Advise you in writing that it requires further time to complete its investigation.

The Bank will complete its investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.

- d. If the Bank is unable to resolve your complaint within 45 Days, it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where the Bank is waiting for a response from you and you have been advised that the Bank requires such a response.
- e. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, the Bank will resolve the complaint in your favour.

- f. If the Bank finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When the Bank advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the ePayments Code and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Financial Ombudsman Service Limited (FOS) or any other dispute resolution body which the Bank may advise from time to time. The Financial Ombudsman Service Limited contact details are:

FOS
GPO Box 3
Melbourne VIC 3001
Toll Free Call: 1300 78 08 08
Facsimile: (03) 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

- h. If the Bank decides that you are liable for all or any part of a loss arising out of unauthorised use of the Visa Card or PIN, it will:
- (1) Give you copies of any documents or other evidence it relied upon; and
 - (2) Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If the Bank fails to carry out these procedures or causes unreasonable delay in resolving your complaint, the Bank may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

20. Transactions and other fees

- a. The Bank will advise you whether it charges a fee, and the amount of such fee, for:
- Any transactions;
 - Issuing the Visa Card or any additional or replacement Visa Cards;
 - Using the Visa Card;
 - Issuing the PIN or any additional or replacement PIN;
 - Using the PIN;
 - Issuing account statements; or
- b. any other service provided in relation to the Visa Card. The Bank will also advise you whether it will debit any of your Linked Accounts with Government charges, duties or taxes

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arising out of any transaction.

- c. The fees and charges payable in respect of the Visa Card are set out in the Schedule of Fees & Charges.
- d. You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

21. Exclusions of warranties and representations

- a. The Bank does not warrant that Merchants displaying Visa signs or promotional material will accept the Visa Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b. The Bank does not accept any responsibility should a merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Card. The Bank does not warrant that EFT terminals displaying Visa signs or promotional material will accept the Visa Card.
- c. The Bank is not responsible for any defects in the goods and services acquired by you through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.
- d. Where you have authorised a Merchant to transact on the account by providing your Visa Card number or used your card to make a purchase you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.

Please note the Bank is not able to reverse (chargeback) direct debit transactions set up using your default deposit account number and branch number (BSB).

To avoid losing any rights you may have for transactions other than unauthorised electronic transactions you should:

- Tell us within 30 days after the date of the statement which shows the transaction; and
- Provide us with any information we ask for to support your request.

Please contact your Bank for more information about your chargeback rights.

22. Malfunction

- a. You will not be responsible for any loss you suffer because an EFT terminal accepted an instruction but failed to complete the transaction.
- b. If an EFT terminal malfunctions and you or your nominee

should have been aware that the EFT terminal was unavailable for use or malfunctioning, the Bank will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

23. Changes to conditions of use

- a. The Bank reserves the right to change these Conditions of Use from time to time, for one of more of the following reasons:
 - i. To comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
 - ii. To reflect any decision of a court, ombudsman or regulator;
 - iii. To reflect a change in its systems or procedures including for security reasons;
 - iv. As a result of changed circumstances (including by adding benefits or new features);
 - v. To respond proportionately to changes in the cost of providing the Visa Card; or
 - vi. To make them clearer.
- b. The Bank will notify you in writing at least 30 Days before the effective date of change if it will:
 - (1) Impose or increase any fees or charges for the Visa Card;
 - (2) Increase your liability for losses; or
 - (3) Impose, remove or adjust daily or other periodic transaction limits applying to the use of the Visa Card, PIN, your Linked Account(s) or Electronic Equipment.
- c. The Bank will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d. The Bank is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT system or individual accounts.
- e. When the Visa Card is used after notification of any such changes, you accept those changes and use of the Visa Card shall be subject to those changes.

24. Privacy and confidentiality

The Bank collects personal information about you or your Nominee for the purposes of providing its products and services to you. The Bank may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the Visa Card or the administration of your Linked Account(s), or if it is required by law.

You represent that, in supplying the Bank with personal information about your nominee, you have authority to do so and will inform them of the contents of this clause.

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You and your Nominee may have access to the personal information the Bank holds about each of you at any time by asking the Bank.

For more details of how the Bank handles personal information, refer to the Bank's Privacy Guidelines.

25. Regular payment arrangements

- a. You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- b. To change or cancel any Regular Payment Arrangements you should contact the Merchant or the Bank at least 3 days prior to the next scheduled payment. If possible you should retain a copy of this change / cancellation request.
- c. Should your Card Details be changed (for example if your Visa Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- d. Should your Visa Card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

For more information on regular payments including a definition, benefits and your rights, responsibilities and obligations please visit the Account Switching section on our website www.policebank.com.au (or www.customsbank.com.au for Customs Bank Members).

26. Miscellaneous

- a. You agree that you will promptly notify the Bank of any change of address for the mailing of any notifications which the Bank is required to send to you.
- b. The Bank may post all statements and notices to you at your registered address as provided for in the Bank's records.
- c. If the Visa Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the Visa Card.

Contact Us

Police Bank

Assistance Centre

Phone: 131 728 E/N: 88899

Direct

Phone: 131 728 E/N: 88884

Sydney

Phone: (02) 8268 2500 E/N: 44850

Parramatta

Phone: (02) 9841 8200 E/N: 44700

Penrith

Phone: (02) 4720 5000 E/N: 44750

Newcastle

Phone: (02) 4908 6200 E/N: 44870

Canberra

Phone: (02) 6206 7000 E/N: 44860

Goulburn

Phone: (02) 4827 1000 E/N: 44730

Gosford

Phone: (02) 4320 0200 E/N: 44880

Wollongong

Phone: (02) 4221 9000 E/N: 44830

Campbelltown

Phone: (02) 4640 7000 E/N: 88839

Port Macquarie

Phone: (02) 6582 9900 E/N: 44840

Norwest

Phone: (02) 8814 3000 E/N: 44790

Email info@policebank.com.au

Website www.policebank.com.au

Customs Bank

Assistance Centre: 131 728

Canberra Phone: (02) 6243 8900

Mascot Phone: (02) 8335 4200

Melbourne Phone: (03) 9642 1003

Email info@customsbank.com.au

Website www.customsbank.com.au