



**Bank of  
Melbourne**

# **BusinessVantage Visa Credit Card.**

**Conditions of Use.**

Effective Date: 31 October 2018

## **BusinessVantage Visa Conditions of Use.**

### **Bank of Melbourne.**

This document does not contain all the terms of this agreement or all of the information we are required to give you before the agreement is formed. Further terms and information are in the Application and Letter Schedule, or if you did not complete an Application in the Letter of Offer.

### **Important:**

#### **Important information for you.**

Even though we are issuing a card to you, Bank of Melbourne does not incur any obligations to you in relation to the card.

These conditions apply to your use of the card.

#### **Important information for the Principal.**

By requesting the issue of any card, the Principal:

- accepts entire liability and responsibility for the cardholder's use of the card;
- agrees to comply with these conditions of use and to ensure that each cardholder complies with them; and
- represents and warrants that the issue and use of each card is for the Principal's benefit and is intended for use only for its business purposes.

To gain access to the convenience of electronic banking terminals – ATM/EFTPOS outlets/cash dispenser units – it is necessary for you to have a PIN on your card. You are required to select your own PIN when your card is first issued, unless we allocate a PIN to you. You can change your PIN at any time. Visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au) or ask our branch staff to find out how.

**Caution!** When your card is magnetically encoded and the card is exposed to a strong magnetic field or comes into contact with another plastic card with a magnetic strip, the encoded information may be destroyed. The card may then be unusable in electronic terminals.

This booklet details the respective rights and obligations, for the Principal and Bank of Melbourne, and offers guidance on the proper and safe use of credit cards and electronic banking services.

We strongly recommend that you read this booklet carefully and retain it for your future reference. If you do not understand any part of it, please contact our staff. They will be happy to explain any matter for you.

## **Complimentary Insurance.**

### **Contact Details within Australia.**

Phone: Allianz Global Assistance on 1800 091 710

8am to 8pm AEST, Monday to Friday, and 8am to 5pm AEST, Saturday (within Australia)

### **Policy Number.**

If you'd like to make a claim, please refer to the instructions at [insurance.agaassistance.com.au/bankmelb](https://insurance.agaassistance.com.au/bankmelb)

Unauthorised Transactions Insurance BM01000008-00

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## **Important Words.**

**access method** means a method we authorise you or the Principal to use to instruct us through electronic equipment to debit or credit a card account.

It comprises the use of one or more components including a card, card number, PIN, Internet and Phone Banking security number, Internet and Phone Banking access number or Internet Banking password or combinations of these. It does not include a method requiring a manual signature as the main way in which we ensure you or the Principal gave us an instruction;

**agreed line of credit** means the daily card limit or credit arrangement existing on a linked account, as you and we agree from time to time;

**Application** means the application completed by the Principal;

**“at risk” transaction** means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

**ATM** means an automated teller machine owned by us or another financial institution;

**available credit** means any unused portion of your credit limit excluding any uncleared cheques;

**balance owing on the card account** means, at any time, the difference between all amounts credited and all amounts debited to the card account at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day;

**balance transfer** means any amount you or an additional cardholder transfers to your card account in accordance with clause 42;

**banking day** means a day when we are open for normal banking business in your State or Territory, other than a Saturday, Sunday or public holiday;

**branches** means any of our Retail or Corporate and Business Bank branches;

**card** means a BusinessVantage Visa Credit Card we issue to you at the request of the Principal for the purpose of accessing the card account;

**card account** means the account established in the name of the Principal on which a card is made available and against which card transactions are recorded;

**cardholder** means a person to whom we issue a card;

**cash advance** means a transaction on the card account which involves a cardholder receiving cash using a card including any amount debited to the card account as a result of a transfer to or from another account you or the Principal has with us, or a cardholder receives a cash substitute (including, but not limited to, using the card account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load value to a stored value card or facility). This also includes any transaction against credit balances in the card account.

**contactless terminal** means an electronic banking terminal which can be used to make a contactless transaction.

**contactless transaction** means a purchase transaction made by holding your card (which is capable of making a contactless transaction) in front of a **contactless terminal** and without having to insert or swipe it;

**Corporate and Business Bank Branch** means the branches listed on the inside back cover of this booklet;

**costs** includes charges and expenses, and costs, charges and expenses in connection with legal and other advisers;

**daily percentage rate** means the rate determined by dividing the annual percentage rate by 365;

**default** means an event or circumstance described in clause 30;

**due date** means the minimum payment due date included on a monthly statement issued on the card account;

**EFT account** means an account from or to which you can transfer funds through electronic equipment by use of an access method;

**EFT system** means the network of electronic systems used for the transmission of EFT transactions;

**EFT transaction** means a transfer of funds initiated by an instruction you give us through electronic equipment using an access method to debit or credit an EFT account;

**EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets;

**electronic equipment** includes a terminal, computer, television and telephone;

**facility** means the BusinessVantage Visa Credit Card facility we make available to the Principal;

**facility limit** is the limit set out in the Letter Schedule or Letter of Offer or such other amount as we authorise from time to time;

**Foreign transaction** is any transaction made using a card:

- in a currency other than Australian dollars; or
- in Australian dollars or any other currency with a merchant located outside Australia; or
- in Australian dollars or any other currency that is processed by an entity located outside Australia.

Note: It may not always be clear to you that the merchant or entity processing the transaction is located outside Australia.

**Foreign transaction fee** is a fee charged to you being a percentage of the Australian dollar transaction amount of a Foreign transaction.

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax;

**including** or **such as** or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

**Internet and Phone Banking** means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you or the Principal to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify;

**Internet and Phone Banking access number** means the number used in conjunction with the phone and Internet security number and the Internet Banking password to access Internet and Phone Banking;

**Internet and Phone Banking security number** means the personal identification number used in conjunction with the phone and Internet access number and the Internet Banking password to access Internet and Phone Banking;

**Internet Banking password** means the password you select for use in conjunction with the Internet and Phone Banking access number and the Internet and Phone Banking security number to access Internet Banking;

**Letter of Offer** is the letter we send to the Principal containing terms and conditions relevant to the card account and which, once accepted by the Principal, forms the agreement between the Principal and us;

**Letter Schedule** is the letter we send to the Principal who has completed an Application containing terms and conditions relevant to the card account;



**linked account** means any account which is linked to the card other than the card account;

**merchant** means a provider of goods or services who accepts payment by card;

**PIN** means a personal identification number or word used in conjunction with a card;

**PINpad** means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification;

**Principal** means the person who requests the facility being the Principal named in the Application and the Letter Schedule or in the Letter of Offer and is the person to whom we make available the card account;

**Promotion plan** means a special promotional offer made by us to you, in terms of which, if the offer is accepted, a different annual percentage rate will apply to an agreed portion of the balance of the card account for an agreed period of time;

**Secure Code** means a randomly generated code that we send to you to authenticate each “at risk” transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

**Secure Code Service** means our method of Two Factor Authentication where we send you a Secure Code to authenticate “at risk” transactions performed by you using Internet Banking;

**small business** means a business having:

- (a) less than 100 full-time (or equivalent) employees if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) employees

but does not include a business that obtains the facility for use in connection with a business that does not meet the elements in (a) or (b) above;

**terminal or electronic banking terminal** means any authorised terminal or device in which you can use your card and PIN.

This includes:

- Bank Of Melbourne branch terminals in Australia;
- Bank Of Melbourne automatic teller machines in Australia;
- Automatic teller machines of other selected financial institutions in Australia;
- Automatic teller machines overseas bearing the scheme logo for your card;
- Automatic teller machines overseas bearing the Cirrus logo (for Mastercard® cards only);
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal
- Any other authorised terminal or device connected to the Bank's electronic banking system from time to time

**third party payments** means:

- a payment made to a third party; or
- a payment made to an account in the name of the person authorising the payment at another financial institution;

**Two Factor Authentication** means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone;

**“we” or “us” or “Bank of Melbourne” or “the Bank”**

means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**you** means the person issued with a card at the request of the Principal for the purpose of accessing the card account as agent of the Principal subject to these Conditions of Use.

If the person issued with a card is the same person as the Principal, you includes the Principal and their successors and assigns.

## **1 Agreeing to these conditions of use.**

The first time you sign a card or authorise a transaction on the card account you will automatically be agreeing to these conditions.

However, if you are the Principal and have accepted a Letter of Offer, you agreed to these conditions at the time you accepted the Letter of Offer.

These conditions then apply to all transactions on the card account.

The Principal is liable for any non-observance of these conditions on your part.

If you do not agree with these conditions, do not sign your card and do not carry out any transaction – instead, return your card to us (cut in half for security reasons).

## **2 Other conditions.**

All conditions applying to any linked accounts also apply when you use the card on those accounts. Those conditions form part of this agreement.

The relevant provisions of the Code of Banking Practice apply to this agreement if you are an individual or a small business.

## **3 Privacy.**

If the card account is in more than one person's name, each of you agrees that each person may use the card account and have access to card account information without any other cardholder's consent.

## **4 Your address.**

You or the Principal must tell us in writing if a change occurs in any residential, registered business office or nominated mailing address.

If we cannot locate you after having made reasonable efforts to do so, we may stop your operations on the card account until you give us your current contact details.

## **5 Cards.**

Cards are only issued at the Principal's request and then only at our discretion.

A request by the Principal for issue of a card must be in such form as we require (including personal identification of the cardholder satisfactory to Bank of Melbourne).

You must sign your card as soon as you receive it.

The card is for the sole use of the person on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "until end" date shown on it.

Where the Principal constitutes more than one party, each party is liable jointly and individually for the balance owing on the card account.

We can ask either party or both parties to repay the balance owing on the card account. Either party can write to us to terminate that party's liability for future advances on the card account. If either party asks us to terminate that party's liability, we will cancel any cards and stop operation of the card account.

In any case each party remains liable for all transactions a cardholder makes prior to the date the card account is cancelled even if the transactions are debited to the card account after the cancellation date.

The card remains our property.

You must keep your card in a safe place at all times.

We may issue replacement cards at any time. All cards are subject to these conditions.

## **6 Security of cards and PINs.**

The security of your card and PIN is very important as they allow unrestricted access to the card account and any linked account. You must make every effort to see that your card and any record of your card and PIN are not misused, lost or stolen. If you fail to ensure the security of your card and PIN the Principal's liability is determined under condition 24.

Your obligations – You must:

- sign your card as soon as you receive it;
- not record your PIN on your card or on any article normally carried with your card and which is liable to loss or theft with your card;
- not permit any other person to use your card;
- not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff);

- use care to prevent anyone else seeing your PIN being entered into a terminal.

### **Your own personal PIN.**

We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or a number). We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.

When selecting your own PIN, it must comprise four digits or a word of four letters. Under the next heading, we tell you the PINs you should not select.

### **Can you record a memory aid for your PIN?**

If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised PIN on your card;
- not to disguise your PIN by reversing the number sequence;
- not to describe your disguised record as a “PIN record” or similar;
- not to disguise your PIN using alphabetical characters or numbers:  
A = 1, B = 2, C = 3, etc;
- not to select or disguise your PIN using any of the following combinations (or parts of them):
  - dates of birth
  - personal telephone numbers
  - car registration numbers
  - your name or family members’ names
  - social security numbers
  - licence numbers;
- not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
  - calculators
  - personal computers
  - electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN.

You must exercise extreme care if you decide to record a memory aid for your PIN.

## **7 Lost card or stolen card or PIN revealed.**

You or the Principal must tell us as soon as possible if your card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of the card account.

You or the Principal may notify us in Australia by telephoning us on 1800 772 266 (available 24 hours a day). If you are overseas, you may notify us by calling 61 3 9982 4156 (available 24 hours a day). A telephone call made to this number may be made on a “reverse charge” basis and you will not be charged.

If you or the Principal do not notify us the Principal may be liable for unauthorised use – see condition 24. You or the Principal will need to give us all relevant information you may have so that we can suspend card access to the card account and linked accounts. You or the Principal may be asked to confirm in writing any notice given to us by telephone.

A failure to do this will not affect the Principal's liability. When you or the Principal report a matter you or the Principal will be given a notification number (or other form of acknowledgment). You or the Principal should retain that number as confirmation of the date and time of the report.

In Australia, if you or the Principal are unable to report to us because our facilities are unavailable, the Principal is not liable for any unauthorised transaction which could have been prevented if you or the Principal had been able to tell us. However, you or the Principal must tell us within a reasonable time after our facilities become available again.

If a card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

## **8 Credit limit.**

Your credit limit is shown in the Letter Schedule. This is the maximum amount of credit you may obtain on the card account, including any accrued fees or interest charges. The Principal is responsible if the credit limit is exceeded.

A fee may be charged if the credit limit is exceeded. The facility limit applicable to the Principal's facility is the amount notified to the Principal by us in writing or such other amount we authorise from time to time.

If the balance owing on the card account is more than the credit limit, the Principal must promptly repay us the excess amount. We need not ask the Principal for this amount first.

The Principal may apply to us in writing to vary the facility limit and, if we decide to do so, we must tell the Principal the new facility limit in writing. The Principal may apply to us to vary the credit limit on your card provided that the varied credit limit when aggregated with all other credit limits for cards for the facility does not exceed the facility limit. If we decide to do so, we must tell the Principal the new credit limit in writing.

We may reduce the credit limit or the facility limit (or both). If we do so, we tell you and the Principal. Refer to clause 37 for information about how we may make these changes.

## **9 Using the card.**

### **9.1 Using the card to obtain goods and services.**

- at a merchant

You can normally use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the Visa logo is displayed.

The fact that the card symbol is displayed at a merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the card. We are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours.

- **through mail order, telephone and other types of remote access**

Where the merchant accepts the following forms of payment, you can use the card to obtain goods and services through mail order, by telephone and by other types of remote access (such as the Internet).

If we allow you to use your card by a method of remote access (such as the Internet) you must do so in accordance with our terms of use applicable to that method.

Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.

If we approve an authorisation we reduce the available credit on the card account by up to the amount of the authorisation.

Some merchants, for example hotels and car rental agencies, may request confirmation that the card account has sufficient available credit to meet the estimated cost of the goods and services they will supply. We treat the request as a request for authorisation. Once the request is approved, your available credit is reduced by up to the amount of the estimated cost.

This means even though the balance owing on the card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on the card account.

When the goods and services have been supplied, the merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available credit by the sum of the two authorisation amounts.

**You should ensure the merchant cancels the original authorisation.**

You must check that the correct amount is entered at a terminal or written in the "total" box on a voucher before you authorise the transaction or sign the voucher.

Use of a card by you to make a transaction is an order for us to process the transaction.

A cardholder may not request us to alter or stop payment on the transaction. A card transaction cannot be stopped



prior to presentation for processing. It may not be able to be stopped even after that presentation.

You may only cancel periodical debits you authorised a merchant to make to the card account by direction to the merchant.

We are not responsible for goods or services obtained by using the card, unless the law makes us liable.

Therefore, if you have any complaints about goods or services, you must take them up with the merchant.

A card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the cardholder's jurisdiction.

## **9.2 Using the card to obtain cash.**

You can use your card to obtain cash advances from the card account or to obtain cash from any linked account. If an account with a credit facility is linked to your card, you can use your card to get access to that credit facility (only within Australia).

- **cash advances**

You can obtain a cash advance from the card account at any of our branches by presenting your card at the counter and using your signature.

You can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit (shown in the Letter Schedule) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call Bank of Melbourne on 13 82 66 for details). You may also be able to obtain a cash advance on the card account by presenting your card at a branch counter of some of these associated financial institutions.

When obtaining cash at a branch of any bank, you may be required to produce suitable identification which identifies the holder of the card (such as a photographic driver's licence or passport). You may obtain cash advances with your card from any ATM or from any bank branch throughout the world displaying the Visa logo.

The minimum and maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our terminals is \$20 (subject to note denominations available).

You may be able to transfer amounts from a nominated card account to another account you have with us. Those amounts transferred will be treated as cash advances but do not form part of your daily

cash limit. This service is available for some accounts only within Australia. Details are available by calling Bank of Melbourne on 13 82 66. We do not warrant that ATMs will always have money available.

If you are registered as a Bank of Melbourne Phone Banking user, you may also be able to transfer amounts from the card account to your linked account by using the Bank of Melbourne Phone Banking Service. All amounts transferred from the card account will be treated as cash advances.

- **cash from linked accounts**

You can use your card and PIN to gain access to linked accounts at terminals. You can therefore obtain cash from a linked account in accordance with the conditions applying to that account.

### **9.3 Vouchers.**

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.

### **9.4 Stopping Operations on the card account.**

We may not allow you to operate on the card account if we cannot locate you after having made reasonable efforts to do so. Please refer to condition 4 for further information.

## **10 Daily limits at terminals.**

### **10.1 Cash limit.**

- **ATM and EFTPOS**

The maximum total amount of cash advances you can obtain with cards through ATMs, and cash you can obtain from linked accounts through ATMs and EFTPOS, on any one day is shown in the Letter Schedule (that is, this is the maximum total of cash advances and cash that can be obtained from linked accounts for each cardholder).

Terminals may have different transaction limits.

This means that you may have to make two or more transactions to reach your daily limit.

## **10.2 Purchases limit.**

- **EFTPOS**

The maximum amount of value you can obtain with the card and PIN from a linked account for purchases of goods and services through EFTPOS on any one day is \$8,000 or such other amount as we determine from time to time.

For the purpose of condition 10, each day ends at 12 midnight (EST).

## **11 Using a terminal.**

When you use the card and PIN at a terminal, you authorise us to act on the instructions entered into the terminal.

There may be short periods when transactions will not be available when we are maintaining our system.

If it is not possible to carry out the instructions you give a terminal on the card account, the transaction will not be accepted.

A card may be retained in a terminal if you enter an incorrect PIN on three consecutive occasions.

Money is at the Principal's risk from when it becomes visible or available to the cardholder at an ATM.

You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by merchants or financial institutions, or use your card at a contactless terminal and before you enter your PIN at electronic banking terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your card at an electronic banking terminal, you indicate your agreement that the transaction amount is correct.

Transaction limits apply to the use of a card to make a contactless transaction at a contactless terminal. We will notify you of any such limit if your card is capable of making a contactless transaction.

A cash advance cannot be made using a card in a contactless terminal.

## **12 Processing transactions.**

We may assign any date we consider appropriate to a debit or credit to the card account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to the account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that the Principal pays.

We may subsequently adjust debits and credits to the card account so as to accurately reflect the legal obligations of the Principal and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

## **13 Foreign transactions on your card account.**

### **13.1 Foreign transactions incur the Foreign transaction fee.**

We may charge the Foreign transaction fee on any Foreign Transaction which we debit to the card account. Details of the Foreign transaction fee are set out in the Letter of Offer or in any notice we give you notifying you of a change in these fees.

### **13.2 Foreign transactions in a foreign currency.**

Any card account statement entries for Foreign transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by Visa International, and the Foreign transaction fee.

The transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars. Note: Foreign exchange rates quoted by us from time to time are not used to convert Foreign transactions made in a foreign currency to Australian dollars.

### **13.3 Foreign transactions in Australian dollars.**

Any card account statement entries for Foreign transactions made in Australian dollars will include the Australian dollar amount and the Foreign transaction fee.

Note: the Foreign transaction fee may be charged in circumstances where you may not be aware that the merchant or entity processing the transaction is located outside Australia.

### **13.4 Refunds and chargebacks of Foreign Transactions.**

Any refund or chargeback relating to a Foreign transaction made in a foreign currency will be converted to Australian dollars by Visa International in accordance with clause 13.2 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign transaction was initially processed.

A Foreign transaction fee charged on a Foreign transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

## **14 What the Principal must pay.**

The Principal must pay us for all amounts debited to the card account. These include:

- (a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order or by other types of remote access; and
- (b) the amount of any BPAY<sup>®</sup> Payment debited to the card account in accordance with condition 27.4; and
- (c) the amount of all cash advances; and
- (d) interest charges; and
- (e) government taxes, duties and charges payable by us in connection with the card account (whether or not the Principal is primarily liable to pay them); and
- (f) all fees or charges referred to in condition 18.1 or otherwise payable in connection with these conditions.

The Principal is also liable for unauthorised use of your card as set out in condition 24.

## 15 Statements and monthly payments.

We send you at the nominated mailing address and the Principal a monthly statement (not always on the same day of each month) for the card account. However, we need not send a statement if:

- (a) no amounts have been debited or credited to the card account during the statement period and the amount outstanding is below \$5. Even then, we will send you or the Principal a statement at least once each six months; or
- (b) we wrote off the Principal's debt during the statement period and no amounts have been debited or credited to the card account during the statement period; or
- (c) at any time after the Principal's debt is written off.

The statement includes:

- (a) the start and end dates of the statement period; and
- (b) the opening and closing balance of the card account; and
- (c) the due date for payment, which is 25 days after the statement date; and
- (d) the minimum payment (see below); and
- (e) the interest charges; and
- (f) fees and charges debited to the card account.

It also lists all transactions and amounts debited or credited to the card account during the statement period.

All amounts requiring payment are shown on the statement in Australian dollars.

You or the Principal should check the entries on the statement carefully and promptly report any error or unauthorised transaction to us before the due date for payment.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY® Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback,

within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

Refer also to conditions 24.3 and 26.21.

The Principal is responsible for paying all amounts shown on the statement but need not pay the entire closing balance outstanding shown on a statement. **However, the Principal must pay the minimum payment shown on each statement unless the minimum payment required is the closing balance by the due date and may pay more or all of the closing balance outstanding if the Principal wishes.**

If there is an overdue amount shown on the statement, the Principal must promptly pay us that amount. We need not ask the Principal for this amount first. This amount is in addition to the normal minimum payment.

## **16 Annual percentage rate.**

The annual percentage rate on the card account is shown in the Letter Schedule or Letter of Offer.

We can make changes to the annual percentage rate. Refer to clause 37 for information about how we may make these changes. The new annual percentage rate applies from the date we specify in the notice.

Details of our current annual percentage rates are available at our branches.

## **17 Interest charges.**

Interest charges in a statement period are calculated by applying:

- (a) the daily percentage rate applicable to cash advances separately to the unpaid daily balances of the cash advance balance; and
- (b) the daily percentage rate applicable to purchases separately to the unpaid daily balances of the purchase balance.

The total amount of interest charges debited to the card account is the sum of the interest charges on the cash advance balance and the purchase balance.

## 17.1 Interest charges on purchases and our fees.

### (a) *Interest free days*

If the Letter Schedule or Letter of Offer states that there are interest free days on the card account, we do not charge interest on purchases or on our fees (excluding fees that result from a cash advance) that are listed on a statement if the Principal pays the closing balance by the due date for payment listed on every statement.

If the Principal does not pay the closing balance on a statement by the due date for payment, the Principal will not have interest free days on purchases or our fees unless the Principal pays the closing balance by the due date in two consecutive statement periods.

If the Principal pays the closing balance by the due date in a statement period, we do not charge interest on purchases or fees (excluding fees that result from a cash advance) debited to the Principal's card account in that statement period.

If the Principal does not pay the closing balance by the due date for payment listed on a statement, unpaid purchases and fees (excluding fees that result from a cash advance) outstanding as well as new purchases and fees (excluding fees that result from a cash advance) debited to your card account in that statement period will be included in the calculation of the interest charge.

We calculate the interest applicable in any statement cycle on purchases and purchase fees:

- from the date the relevant transaction is made or from the date assigned to the transaction in accordance with condition 12 (the purchase transaction date); or
- if the purchase transaction date is prior to the start of the statement cycle, from the first day of the statement cycle, until these amounts are paid in full.

There is no interest free period for these interest charges.



(b) *No interest free period on:*

(i) *interest charges*

We charge interest on interest charges on purchases and fees which we debit to the card account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and our fees on which we charge interest.

Interest is charged from the date shown on a statement for an interest charge until it is paid in full.

(ii) *balance transfers*

There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer. Interest free days do not apply to purchases or fees until the balance transfer amount is paid in full.

(c) *Calculating interest on purchases, fees (excluding fees that result from a cash advance) and interest charges on purchases and fees*

Except as provided under paragraph (a), we charge interest on each amount of:

- purchases;
- fees, and;
- interest charges on purchases and fees,

debited to the card account from the date shown on the statement for that transaction until the date we receive payment of it in full.

Any reference to the date assigned to the purchase means either:

- the date on which the purchase was made; or
- the opening date shown on the statement of account on which the purchase was itemised, whichever is the later.

When interest is payable, we charge interest at the end of a statement period on the balances of purchases, fees and interest charges on purchases and fees during the statement period.

## **17.2 Interest charges on cash advances.**

We charge interest on cash advances, fees resulting from a cash advance, and interest charges on cash advances debited to your card account. There is no interest free period for either cash advances, fees resulting from cash advances or interest charges on cash advances until they are paid in full. Interest is charged from the date shown on your statement for cash advances, fees resulting from cash advances and interest charges on cash advances until they are paid in full.

Any reference to the date assigned to the cash advance means either:

- the date on which the cash advance was made; or
- the opening date shown on the statement of account on which the cash advance was itemised,

whichever is the later.

Whenever we debit the card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on the card account.

## **17.3 Interest charges on balance transfers.**

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account. There is no interest free period for either balance transfers or for interest charges on balance transfers. Interest is charged from the date shown on your statement for balance transfers and interest charges on balance transfers until they are paid in full.

Any reference to the date assigned to the balance transfer means either:

- the date on which the balance transfer was made; or
- the opening date shown on the statement of account on which the balance transfer was itemised

whichever is the later.

Whenever we debit your card account with interest charges on balance transfers, those interest charges become part of the balance of balance transfers on your card account.

## **17.4 General.**

Interest charges are added (debited) to the card account every statement date (but are not included for the calculation of interest on that day).

We do not charge interest on government taxes and duties debited to the card account.

Details of our current interest rates are available at our branches.

## **17.5 When interest rates change.**

If we change the interest rate, the change takes effect from the first day of the interest period during which we make the change. That is, the interest rate change applies:

- retrospectively to all card purchases, balance transfers and cash advances from the first day of the statement period during which we make the change until the date that we make the change; and
- to all future transactions which you make on or after the date that we make the change.

## **18 Fees and charges.**

**18.1** We may charge the fees and charges mentioned in the Letter Schedule or Letter of Offer and any new fee or charge we introduce.

**18.2** The Principal must also pay an amount equal to any government charges and duties on receipts or withdrawals charged under these conditions or duties charged relating to the use of a card or to transactions on the card account or both, in each case calculated in accordance with the relevant legislation.

**18.3** Details of our current fees and charges are available at our branches.

**18.4** All fees are non-refundable.

**18.5** We debit all fees and charges and government charges and duties payable under this agreement to the card account.

## **19 How to pay.**

The Principal may pay at any of our branches, at any St. George branch and at any Bank of South Australia branch, through the Automatic Payment Plan, at Bank of Melbourne ATMs, some St. George ATMs and some Bank of South Australia ATMs, Bank of Melbourne Phone Banking, BPAY or the Internet. The amount of credit available to you is not changed by:

- (a) the proceeds of a deposited cheque until the cheque has cleared (details of our current cheque clearance days are available at our branches); or
- (b) cash deposits until we credit them to the card account in the normal course of business.

The Principal must pay in Australian dollars in Australia. Payments overseas are not possible.

However, if the Principal is overseas when a payment is due, the Principal must still ensure that any minimum payment is made.

If the Principal has an Automatic Payment Plan, we debit the payment specified on the statement to the account selected for debiting under the Plan. We debit the payment 25 days after the statement date (or if that is not a banking day, then the next banking day).

## **20 Automatic Payment Plan.**

When the Principal has an Automatic Payment Plan and the deduction is not honoured by the bank, the Principal must immediately pay us the amount of the required deduction. We need not ask the Principal for it first.

If the Principal wants to change or discontinue the Automatic Payment Plan, the Principal should contact one of our branches. If approved by us, we will then arrange to make the change the Principal wants.

This change will be effective from the next statement date following the date of change.

If the Principal closes the account we are debiting under the Automatic Payment Plan, the Principal must:

- tell us the new account on which we can draw payments under the Automatic Payment Plan; or
- cancel the Automatic Payment Plan.

If the Principal does not, the Principal may be charged a dishonour fee, if we cannot draw a payment under the Automatic Payment Plan. We may discontinue the Principal's Automatic Payment Plan if the Plan is

not working properly – for example, if the account the Principal selected for debiting is regularly short of funds. We would normally contact the Principal before we discontinue the Plan.

## **21 What happens to payments we receive?**

All payments made to the card account will be applied in the following order:

- interest charges incurred to date;
- bank fees and charges incurred to date;
- government duties, taxes, rates and charges incurred to date if applicable;
- cash advances, purchases and balance transfer amounts shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate; and
- cash advances, purchases and balance transfer amounts not shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate.

If the same annual percentage rate applies to two promotion plans, payment will first be applied to the promotion plan having the earlier expiry date.

## **22 Death of a cardholder.**

We must be notified, without delay, if you die.

## **23 Security for the facility.**

If the Principal agrees in writing to provide security for the facility to secure the Principal's obligation to repay amounts on the card account, then:

- (a) the Principal must deliver the agreed security in a form acceptable to us before you use the card or we provide a cash advance; and
- (b) the Principal must comply with all the terms and conditions of the security; and
- (c) the Principal must pay reasonable costs in arranging, administering (including registering and enforcing), releasing and terminating the security and all stamp and other duties, fees, taxes and charges payable in connection with the security; and

- (d) where we hold, or during the term of the facility acquire, security of any description securing any other liabilities the Principal may have to us, the Principal's liability under the facility will also form part of the money secured by that security.

## **24 Liability for unauthorised transactions.**

### **24.1 PIN transactions.**

This condition 24.1 applies to transactions by use of a card and PIN. The Principal's liability for transactions by use of a card that requires a manual signature is covered by condition 24.2.

The Principal's liability for unauthorised transactions will normally be limited to:

- \$150; or
- the funds available in the card account and any linked account including any agreed line of credit; or
- the actual loss incurred,

whichever is the smallest amount.

#### **The Principal is not liable for losses caused by:**

- unauthorised transactions which occur after you or the Principal have given us notice as required by condition 7; or
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and/or PIN (including a replacement or reissued card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your card is first issued; or
- the same transaction being incorrectly debited more than once to the same account.

#### **When the Principal will be liable:**

- (a) If you have contributed to the unauthorised use because you:
- voluntarily disclosed your PIN to anyone, including a family member or friend; or
  - indicated your PIN on your card; or
  - kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your card liable to loss or theft simultaneously with your card; or

- selected a PIN which represents your birthdate or an alphabetical code which is recognisable as part of your name immediately after we specifically instructed you not to select such a PIN; or
  - act with extreme carelessness in failing to protect the security of your PIN, the Principal's liability will not exceed the smallest of:
    - (i) the actual loss incurred up to the time we are notified of the loss, theft of your PIN or your card or we are notified of the existence of unauthorised transactions; or
    - (ii) the funds available in the card account and any linked accounts, including any agreed line of credit; or
    - (iii) the total amount you would have been allowed to draw on the days that unauthorised use occurs.
- (b) If you or the Principal have contributed to the unauthorised transaction because you or the Principal unreasonably delayed in notifying us that:
- your card has been lost, stolen or misused; or
  - your PIN has become known to someone else,
- the Principal will be liable for any losses directly attributable to that delay that were incurred before notification. The Principal's liability for these losses that were incurred before notification will not exceed the smallest of:
- (i) the actual loss which could have been prevented from occurring in the period between when you or the Principal became aware of the events described above and the time we were actually notified; or
  - (ii) the funds available in the card account and any linked accounts; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

## **Liability for card transactions without a PIN.**

**24.2** Liability for unauthorised transactions by use of a card and PIN are subject to the ePayments Code and are covered by condition 24.1. Liability for unauthorised transactions conducted by use of a card that require a manual signature are not subject to the ePayments Code and are covered by this condition.

Condition 6 sets out your obligations to maintain the security of the card. Condition 7 sets out your obligations if your card is lost or stolen. Please read these conditions carefully.

Normally, if any card is lost or stolen, the Principal will only be liable for unauthorised transactions by use of the card and a manual signature up to a maximum of \$150. However, if you or the Principal do not meet the obligations in condition 6, the Principal is liable for any unauthorised transactions conducted by use of your card and that required a manual signature. Also, if you or the Principal unreasonably delay in notifying us under condition 7 that your card is lost or stolen, the Principal is liable for any unauthorised transactions, conducted by use of the card and that required a manual signature, made prior to you or the Principal notifying us.

In any case, the Principal is not liable for losses caused by:

- (a) unauthorised transactions which occur after you or the Principal have given us notice as required by condition 7;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to the card account.

**24.3** The Principal's liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 15 in this context.

**24.4** No transaction entered into by you can be an unauthorised transaction for the purpose of this condition 24 or condition 26.23.



## **25 Deposits at Bank of Melbourne ATMs.**

Deposit envelopes from Bank of Melbourne ATMs are opened in front of two of our employees who check the contents. If the envelope contents differ from the amount recorded by the terminal as having been deposited, we correct the error and tell the Principal as soon as possible about the difference and the actual amount which has been credited to either or both the card account and any linked account.

Coins are not accepted for deposit.

Please note: Deposits may be made only through a Bank of Melbourne ATM, a St. George ATM or a BankSA ATM that accepts deposits.

## **26 Internet and Phone Banking.**

**26.1** The Internet and Phone Banking conditions in this condition 26 apply each time you use Internet and Phone Banking.

### **How to start using Internet and Phone Banking.**

**26.2** You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 605 266, 24 hours, 7 days a week. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in the card account and any linked account and information about the card account and any linked account.

**26.3** When you are issued with a card, you may be automatically registered for Internet and Phone Banking. If so, we advise you by letter sent to the address held on our records. When you ask us, we will register you for Internet and Phone Banking.

**26.4** When we register you for Internet and Phone Banking:

- (a) we give you an Internet and Phone Banking access number. The number may be the same as the number on your card;
- (b) you can select and change your own Internet and Phone Banking security number when you use Phone Banking.

You can change your Internet and Phone Banking security number and select and change your own Internet Banking password when you use Internet Banking.

If you do not select one within the time we allow, we will issue an Internet and Phone Banking

security number to you. If we issue an Internet and Phone Banking security number to you, we tell you what the Internet and Phone Banking security number is by letter sent to the address held on our records. You can select your own Internet and Phone Banking security number when you use Internet or Phone Banking. For your security, we recommend that you select an Internet and Phone Banking security number that is different from any of your ATM/EFTPOS PINs. Refer to conditions 26.17 and 26.18 regarding the security of your Internet and Phone Banking security number;

- (c) you may select your own Internet Banking password. If you do not select one within the time we allow, we will place your access to Internet Banking into “inactive” status. For your security, we recommend that you create an Internet Banking password that is unique. This password must be at least 6 characters long and must include both a letter and a number. Refer to conditions 26.17 and 26.18 regarding the security of your Internet Banking password; and
- (d) you will also be registered automatically for Secure Code Service.

**26.5A** Your Internet and Phone Banking access number and your Internet and Phone Banking security number are the access methods for Phone Banking.

Your Internet and Phone Banking access number, your Internet and Phone Banking security number and your Internet Banking password are the access methods for Internet Banking.

You can use your Internet and Phone Banking access methods to initiate EFT transactions on your EFT accounts with us, including, funds transfers, making BPAY Payments, ordering bank cheques and ordering telegraphic transfers. You can also use your Internet and Phone Banking access methods to access any other credit facility you have with us.

We may place your Internet or Phone Banking access into an “inactive status” if you do not access them within 120 consecutive days. You can re-activate your access anytime by calling us on 1300 605 266, 24 hours, 7 days a week.

Also, if you register for BPAY View<sup>®</sup>, you may use Internet Banking and BPAY View to view bills. Please refer to conditions 27.18 and 27.19 for further information.

- 26.5B** (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as “at risk” transactions.
- (b) “At risk” transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each “at risk” transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
- (c) If you are currently registered for Internet Banking, you will not be able to perform certain “at risk” transactions using Phone Banking.
- (d) In order to receive the Secure Code, you must:
- provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
  - choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile or landline telephone number, when you initiate an Internet Banking transaction that is an “at risk” transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If, for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 605 266, 24 hours, 7 days a week.

**26.6** We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. You may cancel your registration for Internet and Phone Banking by telling us at any time that you may wish to do so. If your access to Internet and Phone Banking is cancelled, you may ask us to register you again. We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.

**26.7** It is your and the Principal's responsibility to obtain and maintain any electronic equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording your Access Methods to Internet and Phone Banking.

#### **Availability.**

**26.8** We will make reasonable efforts to:

- ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- ensure that information we make available to you through Internet and Phone Banking is correct.

#### **Transaction processing and limits.**

**26.9** We will email an electronic receipt for a BPAY Payment or a Third Party Payment, if you ask us to make that payment at a later time and you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for BPAY Payments and Third Party Payments you ask us to make at a later time.

We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the account on which you make the transaction.

**26.10** At any time, you cannot make more than a \$1 million funds transfer by Phone Banking or Internet Banking to a loan account. We apply an overall \$1 million limit per EFT account on the sum of all Internet and Phone Banking transactions on any one day on the EFT account.

Also, we apply the following daily limits on the following Internet and Phone Banking transactions:

- the sum of \$25,000 for transfers from an EFT account used for business purposes by use of the Internet and Phone Banking access methods we issue to the person authorising the payment, rather than the Internet and Phone Banking access methods we issue to the business itself;
- the sum of \$25,000 to any one of our credit card accounts;
- \$15,000 per EFT account for BPAY Payments to certain BPAY Billers;
- \$100,000 per EFT account for BPAY Payments to any other BPAY Billers;
- the sum of \$30,000 for redraws on a loan account;
- the sum of \$100,000 for third party payments authorised under a form you sign and we approve;
- the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online. Also, within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online; and
- there is a minimum redraw of \$500 on personal loan accounts.

We will tell you whether you can register to redraw on your loan by Internet and Phone Banking.

Also, we apply the following daily limits on the following Internet Banking transactions:

- the sum of \$25,000 for all bank cheques requested in a day by use of the access methods for Internet Banking. Also, within this limit, we apply a daily limit of \$5,000 for any one bank cheque requested;
- there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

We tell the Principal in writing if we change these limits. Refer to clause 37 for information about how we may make this change.

**26.11** If you register for Internet and Phone Banking by phone, we may contact you (usually within one business day) to confirm your registration. We do this to ensure that it was you who registered so as to reduce the risk of fraudulent use of EFT accounts. You can choose to set, or we may set a \$3,000 limit on the following Internet and Phone Banking transactions prior to our confirming your registration:

- BPAY Payments;
- third party payments.

The limits in condition 26.10 will apply to your Internet and Phone Banking transactions once we confirm your registration.

**26.12** We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transactions.

**26.13** If you are seeking Internet and Phone Banking to use in relation to an EFT account which requires two or more to sign, you may only use Internet and Phone Banking to debit the account via funds transfer or BPAY if all authorised parties to the account have informed us in writing and we have approved your use of Internet and Phone Banking.

**26.14** You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking access methods.

**26.15** You may be able to use Internet and Phone Banking to make third party payments from the card account. If you can use Internet and Phone Banking to make third party payments from the card account, you may use Internet and Phone Banking to direct us to make a third party payment from the card account at a scheduled later time.

You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from the card account. You must take care to identify the correct BSB and account number for a third party payment.

Otherwise, the payment may not be made to the correct account.

If you use Internet and Phone Banking to schedule making a third party payment from the card account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the third party payment to be made.

Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from the card account at a later time. Also, we will not accept an order to stop or alter any other third party payment once you have instructed us by Internet and Phone Banking to make that payment.

**26.16** You may be able to use Internet and Phone Banking to transfer funds between your EFT accounts. If you can use Internet and Phone Banking to transfer funds between your EFT accounts, you may use Internet and Phone Banking to direct us to transfer funds between your EFT accounts at a scheduled later time.

If you use Internet and Phone Banking to schedule transferring funds between your EFT accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT accounts at a later time.

Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT accounts once you have instructed us by Internet and Phone Banking to make that transfer.

## **Security of your Internet and Phone Banking security number and Internet Banking password.**

**26.17** The security of your Internet and Phone Banking security number and Internet Banking password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking security number, and any record of it, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking security number and Internet Banking password the Principal's liability is determined under condition 26.23.

### **Your obligations – You must:**

- not record your Internet and Phone Banking security number and Internet Banking password on the computer or telephone that you use to access Internet or Phone Banking;
- not record your Internet and Phone Banking security number and Internet Banking password on any item that identifies your Internet and Phone Banking access number and Internet Banking password or on any article normally carried with any such item and which is liable to loss or theft with that item;
- not permit any other person to use your Internet and Phone Banking security number and Internet Banking password;
- not disclose your Internet and Phone Banking security number and Internet Banking password or make it available to any other person (including a family member, a friend or one of our staff);
- use care to prevent anyone else seeing your Internet and Phone Banking security number and Internet Banking password being entered into any electronic equipment.

### **Can you record a memory aid for your Internet and Phone Banking security number or Internet Banking password?**

**26.18** If you require a memory aid to recall your Internet and Phone Banking security number or Internet Banking password you may make such a record provided the record is reasonably disguised.



However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number;
- not to record your disguised Internet and Phone Banking security number or Internet Banking password on the computer or telephone that you use to access Internet or Phone Banking;
- not to disguise your Internet and Phone Banking security number or Internet Banking password by reversing the number and sequence;
- not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking password” or similar;
- not to disguise your Internet and Phone Banking security number or Internet Banking password using alphabetical characters or numbers:  
A = 1, B = 2, C = 3, etc;
- not to select or disguise your Internet and Phone Banking security number or Internet Banking password using any of the following combinations (or parts of them):
  - (a) dates of birth
  - (b) part of your name
  - (c) personal telephone numbers
  - (d) car registration numbers
  - (e) family members’ names
  - (f) social security numbers
  - (g) licence numbers;
- not to store your Internet and Phone Banking security number or Internet Banking password in any low security electronic device of any kind, such as (but not limited to):
  - (a) calculators
  - (b) personal computers
  - (c) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking security number or Internet Banking password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking security number or Internet Banking password.

## **If your Internet and Phone Banking security number or Internet Banking password is revealed.**

**26.19** You or the Principal must tell us as soon as possible if you suspect that your Internet and Phone Banking security number or Internet Banking password is known to someone else or you suspect any unauthorised use of it.

You or the Principal may notify us by telephoning us on 1800 772 266, 7 days a week.

**26.20** If you do not notify us the Principal may be liable for unauthorised use – see condition 26.23.

You or the Principal will need to give us all relevant information you may have, so that we can suspend phone and Internet access to your EFT accounts. You must confirm in writing any notice you give us by telephone.

**26.21** When you or the Principal report the matter you or the Principal will be given a notification number (or other form of acknowledgement). You or the Principal should retain that number as confirmation of the date and time of your report.

**26.22** If you or the Principal are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you or the Principal had been able to tell us.

However, you or the Principal must tell us within a reasonable time after our facilities become available again.

## **Liability for unauthorised transactions.**

**26.23** The Principal is not liable for unauthorised Internet and Phone Banking transactions if it is clear you or the Principal did not contribute to losses resulting from those transactions. Otherwise, the Principal's liability for unauthorised Internet and Phone Banking transactions on the card account will normally be limited to:

- \$150; or
- the balance of the card account; or
- the actual loss incurred,

whichever is the smallest amount.

The Principal is not liable for losses caused by:

- unauthorised Internet and Phone Banking transactions which occur after we have been notified as required by condition 26.19;

- unauthorised transactions before you receive your Internet and Phone Banking security number or Internet Banking password; or
- the same transaction being incorrectly debited more than once to the same account.

The Principal's liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 15 in this context.

### **When the Principal will be liable.**

- (a) If you have contributed to the unauthorised use because you:
- voluntarily disclosed your Internet and Phone Banking security number or Internet Banking password to anyone, including a family member or friend; or
  - indicated your Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number; or
  - kept a record of your Internet and Phone Banking security number or Internet Banking password (without making any reasonable attempt to disguise the Internet and Phone Banking security number or Internet Banking password) with any article carried with any item that identifies your Internet and Phone Banking access number or liable to loss or theft simultaneously with that item; or
  - selected an Internet and Phone Banking security number or Internet Banking password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking security number or Internet Banking password; or
  - acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking security number or Internet Banking password.

The Principal's liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking security number or Internet Banking password has been breached or notice of the existence of unauthorised transactions; or
  - (ii) the funds available in the card account and any linked accounts including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- (b) If you or the Principal have contributed to the unauthorised transaction because you or the Principal unreasonably delayed in notifying us that your Internet and Phone Banking security number or Internet Banking password has become known to someone else, the Principal will be liable for any losses directly attributable to that delay that were incurred before notification. The Principal's liability for these losses will not exceed the smallest of:
- (i) the actual loss which could have been prevented from occurring in the period between when you or the Principal became aware of the events described above and the time we were actually notified; or
  - (ii) the funds available in the card account and any linked accounts; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

### **Internet and Phone Banking service malfunction.**

- 26.24** Please tell us about any service fault or difficulty with our Internet and Phone Banking service by phoning 1300 605 266, 24 hours, 7 days.
- 26.25** We are responsible for loss caused by the failure of our electronic equipment or Internet and Phone Banking service to complete a transaction accepted by our electronic equipment or Internet and Phone Banking service in accordance with your instructions.
- 26.26** Where you should have been aware that the electronic equipment or Internet and Phone Banking service was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you or the Principal as a result.

We correct the loss by making any necessary adjustment to the appropriate EFT account (including adjustment of interest or fees as a result of the malfunction).

### **Account aggregation services and disclosure of your PIN or Internet and Phone Banking security number or Internet Banking password.**

- 26.27** If you want a third party to collect information about your accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN or Internet and Phone Banking security number or Internet and Phone Banking access number or Internet Banking password to that third party.

Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your PIN or Internet and Phone Banking security number or Internet and Phone Banking access number or Internet Banking password to a third party we have approved as a breach by you and the Principal of conditions 6 (Security of cards and PINs), 7 (Lost cards or PIN revealed), 24 (Liability for unauthorised transactions) or 26 (Internet and Phone Banking) of these conditions of use.

### **Business Customers.**

- 26.28** If you are seeking Internet and Phone Banking access to an account used for business purposes, then despite any other condition in these conditions of use, access will only be given on such additional terms as we think fit.

## **27 BPAY® Scheme.**

**27.1** This condition 27 (BPAY Scheme Terms and Conditions) applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme.

**27.2** The BPAY Scheme is an electronic payments scheme through which you can ask us whilst we are a member of that scheme to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments). We will tell you if we are no longer a member of the BPAY Scheme. BPAY Payments are made using Internet and Phone Banking.

**27.3** You may also receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:

- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
- (b) accessing our Internet Banking website. You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller.

We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY Scheme, to your EFT accounts through the BPAY Scheme.

**27.4** When you ask us to make a BPAY Payment, you must give us the information specified in condition 27.10 below. We will then debit the account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in that EFT account at the time and when you tell us to make that payment.

When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

### **How to use the BPAY Scheme.**

**27.5** You can ask us to make BPAY Payments from an EFT account you hold with us if the conditions of the account permit you to make withdrawals from that EFT account. We may impose restrictions on the EFT accounts from which a BPAY Payment may be made. In addition to the limits specified in condition 26.10, a Biller may set limits on the amount of a BPAY Payment to that Biller.

Some Billers will not accept payment from certain accounts (for example, credit card accounts).

- 27.6** If there is any inconsistency with the other conditions applying to the card account and the BPAY Scheme Terms and Conditions, then the BPAY Scheme Terms and Conditions will apply to the extent of that inconsistency.
- 27.7** When you use the card account to pay a bill through the BPAY Scheme, we treat the payment as a credit card purchase transaction.
- 27.8** A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

### **Valid payment direction.**

- 27.9** We will treat an instruction to make a BPAY Payment as authorised by you if, when it is given to us:
- (a) your Internet and Phone Banking security number and Internet and Phone Banking access number are entered, if you make the BPAY Payment by Phone Banking; or
  - (b) your Internet and Phone Banking security number, your Internet Banking password and Internet and Phone Banking access number are entered, if you make a BPAY Payment by Internet Banking.

### **Information you must give us.**

- 27.10** To instruct us to make a BPAY Payment, you must give us the following information:
- (a) the EFT account you want us to debit the payment from;
  - (b) the amount you wish to pay;
  - (c) the Biller Code of the Biller you wish to pay (this can be found on your bill); and
  - (d) your Customer Reference Number (this can be found on accounts or invoices you receive from Billers).

Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the Internet).

- 27.11** We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## **Payments.**

- 27.12** You may use Internet and Phone Banking to direct us to make a BPAY Payment from your EFT account at a scheduled later time. If you use Internet and Phone Banking to schedule making a BPAY Payment from your EFT account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the business day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your EFT account at a later time. Also, we will not accept an order to stop any other BPAY Payment once you have instructed us to make that payment.
- 27.13** You or the Principal should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your EFT account (except for a mistake as to the amount you mean to pay – for those errors see condition 27.17 below). Conditions 27.24 to 27.26 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to the Principal.
- 27.14** Subject to condition 27.36, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see condition 27.36) on a Banking Business Day; or
  - (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off time (see condition 27.36) on a Banking Business Day, or on a non-Banking Business Day.



**27.15** A delay might occur in the processing of a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
- (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
- (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY Scheme.

**27.16** While it is expected that any delay in processing under these conditions for any reason set out in condition 27.15 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

**27.17** You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

**27.18** You may register to use BPAY View. You can register for BPAY View at our website: [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

**27.19** If you register with BPAY View, whilst you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
  - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - (ii) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred;

- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you remain registered you may receive a paper bill or statement from the Biller only in the circumstances set out in condition 27.20. For the purposes of this condition, we are the agent for each Biller nominated by you under (a) above;
- (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from the Biller;
- (e) agree that the BPAY View terms in these conditions apply to you.

**27.20** You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from BPAY View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

**27.21** You agree that when using BPAY View:

- (a) if you received an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - (ii) at the email address nominated by you;

- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
  - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
  - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

**27.22** You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notification (for example, it has sufficient storage space available); and
- (e) arrange with the Biller to send your bills or statements by an alternative means if you no longer have an EFT Account with us.

**Liability for mistaken payments, unauthorised transactions and fraud.**

**27.23** BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

- if you become aware of any delays or mistakes in processing your BPAY Payments;
- if you did not authorise a BPAY Payment that has been made from your EFT Account; or
- if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in conditions 27.24 to 27.26. If a BPAY Payment is made on the card account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in

accordance with condition 26.21. Otherwise, except as set out in conditions 27.24 to 27.26 and condition 27.39, we will not be liable for any loss or damage you or the Principal suffers as a result of using the BPAY Scheme.

**27.24** If a BPAY Payment is made to a person for an amount which is not in accordance with your instructions (if any), and the card account was debited for the amount of the payment, we will credit that amount to your EFT account.

However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of the payment from the person who received it, the Principal must pay us that amount.

**27.25** If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit the card account with the amount of that unauthorised payment. However, the Principal must pay us the amount of that unauthorised payment if:

- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

**27.26** If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund the Principal the amount of the fraud-induced payment. However, if that person does not refund the amount of the fraud-induced payment, the Principal must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for the Principal of the fraud-induced payment.

**27.27** If a BPAY Payment you have made falls within the type described in condition 27.25 and also conditions 27.24 or 27.26, then we will apply the principles stated in condition 27.25.

If a BPAY Payment you have made falls within both the types described in conditions 27.24 and 27.26, then we will apply the principles stated in condition 27.26.

**27.28** Except where a BPAY Payment is a mistaken payment referred to in condition 27.24, an unauthorised payment referred to in condition 27.25, or a fraudulent payment referred to in condition 27.26, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods and services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

**IMPORTANT.**

Even where a BPAY Payment has been made using the card account no chargeback rights will be available under BPAY Scheme rules. Please see condition 15 for further information on chargebacks.

**27.29** The Principal's obligation under conditions 27.24 and 27.25 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of the Principal's rights referred to in condition 27.39.

**27.30** The Principal agrees to compensate us for any actual loss or damage we may suffer due to any claim, demand or action of any kind brought against us (but excluding to the extent due to our or our agent's fraud, wilful misconduct or gross negligence) arising directly because you or the Principal:

- (a) did not observe any of your obligations under the Bpay Scheme Terms and Conditions; or
- (b) acted negligently or fraudulently in connection with these conditions.

The Principal will have to pay us these amounts within 2 banking days after we ask for them.

**27.31** If you or the Principal tells us that a BPAY Payment made from an account is unauthorised, you or the Principal must first give us written consent addressed to the Biller who received the BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you or the Principal do not give us this consent. If you or the Principal do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

### **Bpay View billing errors.**

**27.32** For the purposes of conditions 27.33 and 27.34 a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - giving a bill to the wrong person;
  - giving a bill with incorrect details;
- (b) if your BPAY View deregistration has failed for any reason:
  - giving you a bill if you have unsuccessfully attempted to deregister.

**27.33** You agree that if a BPAY View billing error occurs:

- (a) you must promptly upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment as a result of the BPAY View billing error.

**27.34** The Principal agrees that for the purposes of this condition the Principal is responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act or omission by you or the Principal or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

### **Suspension.**

**27.35** We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is reasonably suspected of being fraudulent.

## **Payment Cut-off times.**

**27.36** If you tell us to make a BPAY Payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

Cut-off times:

7 days per week: 5.30pm (EST)

However, the payment may take longer to be credited to a Biller if you tell us to make BPAY Payment on a Saturday, Sunday or public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

## **When a Biller cannot process your payment.**

**27.37** If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit the relevant account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

## **Account records.**

**27.38** You should check your EFT account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

## **Consequential damage.**

**27.39** This condition does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed.

If those laws or that code would make this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you or the Principal suffer as a result of using the BPAY Scheme, other than due to any loss or damage the

Principal suffers due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **Privacy.**

**27.40** In addition to condition 27.19, if you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View, will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intend to make the payment or the financial institution of either or both Billers;
- (c) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this condition 27.40 as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited, at their contact details listed in condition 27.41.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.



## **Definitions.**

**27.41** For the purposes of this condition 27,

**Banking Business Day:** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Payment Cut-off Time:** means, with respect to a Banking Business Day, the time specified in condition 27.36 for that day.

**BPAY Pty Ltd means**

BPAY Pty Ltd ABN 69 079 137 518 of Level 6,  
1 York Street, Sydney NSW 2000. Tel: (02) 8252 0500.

**Cardlink Services Limited means**

Cardlink Services Limited ABN 60 003 311 644  
of Corner Park Road and South Parade,  
Auburn NSW 2144. Tel: (02) 9646 9222.

## **28 Electronic banking system malfunction.**

### **28.1 Alternative Procedure.**

If the electronic banking system malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using the card and signing your authorisation of the transaction.

### **28.2 Liability.**

We are responsible for direct loss caused by the failure of our electronic equipment or EFT system to complete a transaction accepted by our electronic equipment in accordance with your instructions.

Where you should have been aware that the electronic equipment or EFT system was unavailable for use or malfunctioning, our liability may be limited to correcting errors in the card account and refunding any charges or fees imposed on you or the Principal as a result.

Please tell us about any service fault or difficulty with a terminal by calling our 24 hour hotline on 1800 772 266.

### **28.3 Resolving disputes.**

If you or the Principal have a complaint concerning matters covered by these conditions (including any apparent error in a transaction or unauthorised transactions or an error on your statement) you or the Principal must tell us promptly as explained in conditions 7 and 15.

If we are unable to resolve the matter immediately, you or the Principal should complete a Credit Card/ MultiAccess Transaction Query (obtainable from any Bank of Melbourne branch) giving all relevant information concerning each transaction you or the Principal wish to query. When we receive this advice we inform the complainant in writing of our procedures to investigate the matter. We will notify the complainant of the name and contact number of the person who is investigating your complaint.

If it is unclear whether you or the Principal have contributed to the loss, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. (The fact that the account has been accessed with the correct PIN or phone or Internet Banking access methods, whilst significant, will not be conclusive evidence that you or the Principal have contributed to the loss.) We will not require you or the Principal to raise complaints or disputes in relation to the processing of EFT transactions with any other party to the shared EFT system. Where we have been notified by another party to the shared EFT system, or from the view, that a transaction has been debited or credited incorrectly to the card account, we will investigate.

We tell the complainant either the outcome of our investigation or the fact that we need more time to complete our investigation. In the case of an EFT transaction, we do this in writing within 21 days of our receipt of the complaint. In all but exceptional cases we take less than 45 days to complete our investigation. (If it takes longer, we tell the complainant in writing.) In the case of an EFT transaction, if we seek to resolve a complaint by exercising our rights under the rules of a card scheme, in all but exceptional cases we take less than 60 days to complete our investigation. For other transactions we will inform the complainant of the outcome of the investigation when the investigation is completed.

Where an investigation continues beyond 45 days, we will give the complainant monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from the complainant and we are waiting for that response.

In the case of an EFT transaction, if we are resolving a complaint under the rules of a card scheme and the investigation continues beyond 60 days, we will inform the complainant of the reasons for the delay, give the complainant updates once every two months on the progress of the investigation and inform the complainant of a date when a decision can reasonably be expected. We will not do this if we have requested a response from the complainant and we are waiting for that response. The obligation to pay the amount that is the subject of the complaint and any credit and other charges related to that amount will be suspended until the complaint is resolved.

When we complete our investigation we advise the complainant in writing of the outcome and our reasons for our decision with reference to any relevant provisions of these conditions.

If we decide that the card account has been incorrectly debited or credited, we promptly adjust the account (including any fees and charges) and tell the complainant in writing of the amount which has been debited or credited to the account as a result. Any correction will be included in the next statement. We will also notify the complainant as soon as practicable after reversing an incorrect credit. If you or the Principal request, we will provide further details about any corrections shown on the account statement.

If we decide that the card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you or the Principal contributed to at least part of the loss (see conditions 24 and 26.23), we provide the complainant with copies of any document or other evidence on which we based our decision.

If the complainant is not satisfied with our decision, the complainant may request a review of the decision by our senior management. Our complaints brochure sets out other avenues of dispute resolution that are available to you or the Principal. Also, you can ask for

your complaint to be reviewed by a free, independent external dispute resolution scheme for resolving disputes between banks and customers. The contact details are listed on the back of this booklet. Please refer to our complaints brochure (available at branches or by ringing us) for more information.

If in relation to an EFT transaction we fail to observe these conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.

## **29 Certificates.**

A certificate signed by one of our officers stating that an amount is due from the Principal to us in respect of the card account or stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect.

## **30 Closure by us of the facility.**

Enforcement expenses may become payable under these conditions in the event of a default.

A default occurs under the facility if:

- the Principal doesn't pay any amount when it's due; or
- you or the Principal do any of the following and it has a material impact (as defined below):
  - don't comply with the law; or
  - give us incorrect, incomplete or misleading information in connection with your credit card; or
  - use the credit card for a purpose which we have not approved.

A default has a "material impact" if we reasonably consider that the event by its nature is material, or the event has had, or is likely to have, a material impact on:

- your or the Principal's ability to meet obligations under the facility;
- our credit or security risks (or our ability to assess these); or
- our legal risk or reputation.

If there is a default, we may close the facility and require immediate payment of all amounts you owe under the facility (including amounts accrued or charged but not yet debited to the account) that would not otherwise be immediately payable. Before we require immediate payment, we will give you at least 30 days' notice and an opportunity to correct any default that can be corrected (unless the law does not require us to give you notice).

If we close the facility, we may combine your account with any other account you have with us. This allows us to use any money you have in another account with us towards repaying the balance owing under the facility. We may combine your accounts without giving you prior notice, but will tell you promptly afterwards.

Also the Principal must pay the reasonable enforcement expenses we reasonably incur in enforcing these conditions.

### **31 The Principal may cancel a card.**

The Principal may cancel a card issued on the card account at any time by telling us in writing and returning the card (cut in half for the Principal's protection).

### **32 Closing the facility.**

The Principal may close the facility at any time by telling us in writing and returning all cards issued under the facility (cut in half for your and the Principal's protection).

### **33 Cancellation of card account and return of cards.**

We may cancel your card and suspend the operation of the card account or facility at any time to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

### **34 Payment on closure or cancellation.**

If the Principal or we close the card account, or if we cancel your card or facility in any circumstances, the Principal must immediately return all cards on the card account or if the Principal cannot readily do so, the Principal must take all reasonable steps to have them returned to us. If the Principal cannot return a card to us, the Principal must give us reasonable evidence that the Principal has taken all reasonable steps to have the card returned to us.

The Principal remains responsible for all transactions made with a card until we receive that card or, if the Principal cannot obtain the card, until the later of:

- the date the Principal asks us to cancel the card; and
- when the Principal has taken all reasonable steps to have the card returned to us.

In any case, the Principal remains liable for all the transactions the cardholder makes prior to the date the Principal is no longer responsible for transactions made with the cardholder's card, even if the transactions are debited to the card account after that date.

The Principal must also:

- if you close your card account, pay the balance owing on your card account (together with amounts for transactions not yet processed on your card account, accrued interest charges which have not yet been debited, government taxes and duties and other charges, any fees and charges we may charge under these conditions and our reasonable enforcement expenses. Also, conditions 5 and 24 apply if a card is used without your knowledge or consent during that period); and
- if a card has been cancelled by us and we have suspended the operation of your card account, you must continue making at least the minimum payment each month until the balance of the card amount is paid in full. Fees, charges and interest charges will continue to be debited to the card account.

Also, subject to these conditions, the Principal must repay any credit provided between the time of closure or cancellation and the time we receive back, your card.

### **35 Assignment.**

We may assign or otherwise deal with our rights under these conditions in any way we consider appropriate. You and the Principal agree that we may disclose any information or documents we consider desirable to help us exercise this right. You and the Principal also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these conditions.

### **36 Cancellation of debit authorities on card account.**

If the card account is closed or cancelled you and the Principal must in writing immediately notify the institutions who have the authority to debit the card account. Until notification is given the Principal will be liable for any further debits to the card account.

## 37 Changes to these conditions.

We may change these conditions as set out in this clause.

It is important that the contact details you and the Principal have given us are up to date. If they are not, we may not be able to notify you and the Principal of changes (although we will take reasonable steps to find you and the Principal).

### (a) Changes we can make on general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to the annual percentage rate (which includes the rate for purchases, cash advances and balance transfers);
- changes to how we calculate interest and how often we debit interest (including any interest free period);
- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);
- other changes which:
  - reflect changes in law, an official directive, or the guidelines or requirements of a regulator;
  - impose, remove or adjust transaction limits;
  - reflect changes to our pricing;
  - reflect changes to our business or technological systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake or omission;
  - we reasonably think you or the Principal will benefit from; or
  - are reasonably necessary to protect our legitimate interests.

### (b) Changes we can make that will only apply to you

We can make some changes that will only apply to you and the Principal. These are:

- reducing the credit limit or cash advance limit;

- other changes which:
    - reflect our risk associated with you, you and the Principal, the credit card and any security;
    - are administrative or correct a mistake or omission; or
    - reflect changes to our business or technological systems;
  - any other change which reduces your or the Principal's obligations or gives you or the Principal more time to pay us.
- (c) How we notify you of other changes
- For a change that reduces your or the Principal's obligations or gives the Principal more time to pay us, we will notify the Principal in the next statement of account after the change takes effect.
  - For a change to the annual percentage rate, we will notify the Principal on or before the day the change happens by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect.
  - For a change in the amount of fees and charges or introduction of new fees or charges, we will notify the Principal at least 30 days prior by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect. However, we do not have to give the Principal notice if the fee or charge is set by the government and they have published the change to the fee or charge.
  - For a change that is a reduction in the credit limit or the cash advance limit or a refusal to authorise further transactions on the credit card, we will notify the Principal at least 30 days prior by sending a notice. However, we may make these changes without prior notice to the Principal if:
    - there is a default;
    - we believe that the use of the credit card may cause loss to you, the Principal or us; or
    - you have not used the credit card for 6 months,



in which case, we will confirm these changes when we send the next statement of your card account after the changes take effect.

- For other changes, we will notify the Principal at least 30 days prior by sending a notice.
- Notices will be provided only to the Principal.

### **38 Non-Bank of Melbourne/Westpac/St.George/BankSA branded ATMs.**

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use your card in a non-Bank of Melbourne/Westpac/St.George/BankSA branded ATM.

### **39 Terminal transactions.**

A card can be used to obtain cash in local currency at most overseas terminals displaying the Visa logo.

Some keyboards at terminals do not display the letters of the alphabet. The number which is equivalent to your PIN must be keyed to complete a transaction.

Please refer to condition 13 for information on the processing of foreign currency transactions on the card account.

### **40 General information.**

You and the Principal may obtain from any Bank of Melbourne branch or by calling us – within Australia on 13 82 66 – general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheque and cheque clearing;
- EFT channels;
- the importance of informing us promptly if you are having financial difficulty;
- importance of reading the terms and conditions applying to the banking services you have obtained from us; and
- current interest rates, fees and charges.

## 41 GST.

The Principal must increase the amount (“original amount”) of any payment due by the Principal at any time under these conditions by an additional amount sufficient to cover any GST payable by us on your payment, if not already included in the calculation of that original amount. The total amount received by us, after discount for that amount of any GST payable by us on that total, must equal the original amount.

We will tell the Principal of any additional GST amount, if it has not already been set out in these conditions.

The Principal must pay as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with these conditions or any security.

## 42 Balance transfers.

- (a) You may request us to transfer to the card account the outstanding balance or any part thereof of a credit or charge card account held by you with another credit provider (the other credit or charge card account);
- (b) We will not be responsible for any delays in processing a balance transfer request and we will not close the other credit or charge card account;
- (c) We may, at our sole discretion, refuse to process a balance transfer if:
  - the balance transfer will result in the card account exceeding 95% of your available credit limit;
  - the requested balance transfer amount is less than \$200 (or any amount notified or agreed to by us from time to time);
  - the other credit or charge card account in question is a Bank of Melbourne account or relates to a charge or credit card issued outside Australia; or
  - you have breached these conditions of use;

- (d) We will not be liable for any overdue payment, interest, fees or other amounts incurred on any credit or charge card account from which you have requested a balance transfer;
- (e) There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer;
- (f) If you breach these conditions of use, any promotional annual percentage rates in connection with any balance transfer shall cease immediately, and the then current annual percentage rate shall apply to such balance transfers.

### **43 Our Reporting Obligations.**

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 667 156 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

\*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

## 44 **Unauthorised Transactions Insurance.**

This cover is available under policy no. BM01000008-00. It is under a Group Policy issued to Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 trading as Bank of Melbourne (Bank of Melbourne), of 275 Kent Street, Sydney, NSW 2000 by AWP Australia Pty Ltd, ABN 52 097 227 177, AFSL 245631, of 74 High Street, Toowong, QLD 4066, (Allianz Global Assistance) under a binder from the underwriter, Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708, of 2 Market Street, Sydney, NSW 2000 (Allianz). For general enquiries call Allianz Global Assistance. Allianz Global Assistance issues and manages the Group Policy on behalf of Allianz.

This cover protects *accountholders*, as outlined in this policy, against *unauthorised transactions* made by their cardholders from 1 October 2017.

There is no obligation to accept this cover however, if an *accountholder* wishes to make a claim under this policy, the *accountholder* will be bound by provisions of this policy. Therefore please read this document carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss, including a copy of the relevant *Bank of Melbourne BusinessVantage Visa* card account statement(s) detailing the *unauthorised transaction(s)*.

Allianz is the underwriter of the policies detailed in this document and these benefits are provided at no additional cost to the *cardholder*.

*Bank of Melbourne* is not the product issuer (insurer) of this cover and neither *Bank of Melbourne*, nor any member of the *Westpac Group*, guarantees any of the benefits under this policy. *Bank of Melbourne* does not receive any commission or remuneration from *Allianz* or *Allianz Global Assistance* in relation to this policy. Neither *Bank of Melbourne* nor any member of the *Westpac Group* are Authorised Representatives of Allianz or Allianz Global Assistance or any of their related companies.

*Bank of Melbourne* or Allianz may terminate this cover by providing written notification to *accountholders*. Events occurring before this notification is given will be covered under this policy. Events occurring after this notification is given will not be eligible for cover under this policy. Bank of Melbourne will provide *you* with details of any replacement cover.

## 44.1 Privacy.

To arrange and manage these covers, we (in this Privacy Notice “we”, “our” and “us” means AWP Australia Pty Ltd trading as Allianz Global Assistance and it’s duly authorised representatives) collect personal information including sensitive information from *you* and those authorised by *you* such as *your* family members, travel companions, *your* doctors, hospitals, as well as from others we consider necessary, including our agents.

Any personal information provided to us is used by us to evaluate and arrange *your* cover. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to those insurance services , including managing, processing and investigating claims.

We may also collect, use and disclose it for product development, conducting customer research and analytics in relation to all of our products and services, IT systems maintenance and development, recovery against third parties and for other purposes with *your* consent or where authorised by law.

This personal information may be disclosed to third parties involved in the above process, such as *Bank of Melbourne*, travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health services providers, overseas data storage and data handling providers, legal and other professional advisers, *your* agents and our related and group companies including Allianz.

Some of these third parties may be located in other countries such as Thailand, France, Germany, Singapore and India. *You* agree that while those parties will often be subject to confidentiality or privacy obligations, we may not be able to take reasonable steps to ensure they follow the particular requirements of Australian privacy laws. By proceeding to acquire our services and products *you* agree that *you* cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress *overseas*.

When *you* provide personal information about other individuals, we and our agents rely on *you* to have made or make them aware:

- that *you* will or may provide their personal information to us;

- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes we and the third parties we will disclose it to, will use it for;
- of how they can access it; and
- of the matters in this Privacy Notice.

We rely on *you* to have obtained their consent on these matters. If *you* do not, *you* must tell us before *you* provide the relevant information.

*You* can seek access to and correct *your* personal information by contacting us. In cases where we do not agree to give *you* access to some personal information, we will give *you* reasons why. *You* may not access and correct personal information of others unless *you* have been authorised by their express consent or otherwise under law, or unless they are *your* children under 16 years of age.

If *you* have a complaint about *your* privacy, please contact:

Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066 or *you* can contact the Privacy Commissioner at the Office of the Australian Information Commissioner, GPO Box 5218, Sydney, NSW 2001.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via: [www.allianzworldwidepartners.com.au](http://www.allianzworldwidepartners.com.au) under the Privacy and Security link.

**Consent:** By providing *your* personal information, *you* consent to the collection, uses, and disclosures set out in *our* privacy policy. If *you* do not agree to the above or will not provide us with personal information, we may not be able to supply *you* with our services or products or may not be able to provide *you* with cover.

## 44.2 General Insurance Code of Practice.

Allianz and Allianz Global Assistance proudly support the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Find out more about the code from:

[www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## 44.3 Complaints and Dispute resolution process.

Allianz and Allianz Global Assistance are committed to providing *you* with the highest quality service.

We also know that sometimes there might be something about our products or service that *you* are not totally happy about.

### Step 1 – Tell us about the problem.

If there's something *you* want to talk to us about, or if *you* would like to make a complaint, we are here to work with *you* to try and resolve *your* issue.

If *you* are not happy with our staff, or if *you* are unhappy with how our staff have responded to *your* complaint, *you* can ask to speak to their Manager.

*You* can also make *your* complaint by any of the following means:

**Phone:** 1800 091 710 – 8am to 8pm AEST, Monday to Friday, and 8am to 5pm AEST, Saturday (within Australia)

**Email:** [cardclaimcomplaints@allianz-assistance.com.au](mailto:cardclaimcomplaints@allianz-assistance.com.au)

**Post:**

Customer Care

Allianz Global Assistance

Locked Bag 3014

Toowong DC, QLD 4066

## **Step 2 – Escalate your complaint.**

We will try to resolve *your* complaint within 15 business days of *you* making it.. If this doesn't happen, or if *you* are not happy with how our staff tried to resolve it, *you* can ask that *your* complaint be escalated to our Dispute Resolution Team.

Our Dispute Resolution Team will provide a final decision within 15 business days of *your* complaint being escalated, unless they have requested and *you* have agreed to allow them more time.

## **Step 3 – Still not resolved?**

If *you* are not satisfied with our response or handling of *your* complaint, *you* may be able to lodge your complaint with a free, independent external dispute resolution scheme. If *your* complaint is lodged:

- **before 1 November 2018**, *you* may lodge your complaint with the Financial Ombudsman Service Australia:

Online: [www.fos.org.au](http://www.fos.org.au)

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

Phone: 1800 367 287

Mail: Financial Ombudsman Service Limited  
GPO Box 3 Melbourne VIC 3001

- **on or after 1 November 2018**, *you* may lodge your complaint with the Australian Financial Complaints Authority:

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001



#### 44.4 Definitions.

Headings used in this document are for reference only and do not affect interpretation.

The following definitions apply to the insurances in this document and are highlighted in italics.

The use of the singular shall also include the use of the plural and vice versa.

**accountholder** means any *Bank of Melbourne* customer being a business entity or corporation, who has entered into a *Bank of Melbourne BusinessVantage Visa card* facility with *Bank of Melbourne*.

**A\$** means Australian Dollars

**Bank of Melbourne** means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714

**Bank of Melbourne BusinessVantage Visa card** means a Bank of Melbourne BusinessVantage Visa credit card which at the request of the *accountholder* has been issued to a *cardholder* and authorised for worldwide use.

**cardholder** means a person (being an Australian resident) whom *Bank of Melbourne*, at the request of the *accountholder* has issued with a *Bank of Melbourne BusinessVantage Visa card*.

**unauthorised transaction** means a *Bank of Melbourne BusinessVantage Visa card* transaction, which has been processed to the account of the *accountholder* but was not authorised in any way by the *accountholder* and/or was outside the *cardholder's* authority to transact.

**Westpac Group** means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714

**you, your** means the *accountholder*.

## 44.5 Terms and Conditions.

The *accountholder* shall instruct its *cardholders* in writing of the limits of their authority in using their *Bank of Melbourne BusinessVantage Visa card* for authorised transactions.

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

When:

- the *accountholder* no longer wishes a *cardholder* to use the *Bank of Melbourne BusinessVantage Visa card*; or
- the *cardholder's* employment is terminated; or
- the *accountholder* becomes aware or should have become aware that *unauthorised transaction* amounts had been incurred or were likely to be incurred by the *cardholder*, the *accountholder* must immediately:
  - inform the *cardholder* that the matter will be reported to the police;
    - obtain the *Bank of Melbourne BusinessVantage Visa card* from the *cardholder*, cut it in half and return it to *Bank of Melbourne*. If the *accountholder* is unable to recover the *cardholder's Bank of Melbourne BusinessVantage Visa card*, they must write to the *cardholder* advising them that he/she is no longer authorised to use the *Bank of Melbourne BusinessVantage Visa card* and that the matter will be reported to the police;
    - direct *Bank of Melbourne* to cancel the *cardholder's Bank of Melbourne BusinessVantage Visa card*. This direction is preferably to be made by telephone or facsimile or by any other electronic advice, which may be approved by *Bank of Melbourne* in the future.

When the *accountholder* becomes aware of any *unauthorised transaction* they must report the matter to the police and press charges against the *cardholder* who performed the *unauthorised transaction*.

Our liability to pay claims is limited in any twelve months to A\$10,000 per individual *cardholder* up to a maximum of A\$50,000 per *accountholder*.

Allianz shall not be liable under this policy for:

- any indirect losses or consequential liability for any kind other than *unauthorised transaction* amounts as defined in this policy;
- any *unauthorised transactions* incurred by a Director, Partner, Principal or Owner of the *accountholder* or any family members of the said Directors, Partners, Principal or Owners;
- any loss caused by or resulting from any act of terrorism,

In the event of a claim the *accountholder* must give to Allianz Global Assistance all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this policy.

#### **44.6 Claims Procedures.**

In the event of learning of an occurrence likely to result in a claim, the *accountholder* must immediately contact *Bank of Melbourne*, preferably by phone, to cancel the card and on the same day complete and send to Bank of Melbourne the “Notification of Claim” form (see example in Appendix “A”), a copy of the police report and letter to the *cardholder* (if applicable) which Bank of Melbourne will forward to Allianz Global Assistance.

On receipt of the above mentioned documentation Allianz Global Assistance will send the *accountholder* a claim form. The completed claim form, together with a copy of the relevant *Bank of Melbourne BusinessVantage Visa card* account statement(s) detailing the *unauthorised transaction(s)* are to be returned by the *accountholder* to Allianz Global Assistance within 30 days of receipt of the claim form from them.

**Note:** Failure to report the potential claim or to complete and return the claim form within the time stated above might result in denial of the claim.

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# Appendix "A"

(To be presented on your company's letterhead)

Bank of Melbourne BusinessVantage Visa Card Notification of Claim

The Manager  
Group Card Services  
Bank of Melbourne  
GPO Box 2030, Melbourne VIC 3001

BusinessVantage Visa Card Number:

Name of cardholder:

Address of cardholder (*Home*):

Postcode:

Address of cardholder (*Business*):

Postcode:

We wish to lodge a claim in respect of an unauthorised transaction and request a claim form to be sent to this office. In accordance with the conditions applying to such a claim we hereby request and authorise you to cancel the Bank of Melbourne BusinessVantage Visa card number specified above.

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

(Please tick the appropriate box below)

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

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

Date:  /  /

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**Notice under this Policy may be given to the following addresses.**

**For notification to the Bank of Cancellation of Card:**

The Manager,  
Group Card Services  
Bank of Melbourne  
GPO Box 1966, Melbourne VIC 3001  
Telephone: 13 22 66  
After Hours: 1800 772 266  
Facsimile: 03 9982 4164

## **45 Emergency Assistance Services.**

BusinessVantage Visa cardholders will be covered by a broad array of emergency assistance services, which will allow them to receive help rapidly while travelling. The objective of this service is to provide emergency assistance worldwide to BusinessVantage Visa customers. This service is a key component in making the BusinessVantage Visa product the preferred card for business travel and entertainment. These emergency services cover you (including your spouse and dependent children 22 years of age or under – 26 if enrolled in school on a full-time basis – who are travelling with you even though they may not possess a Visa Business card) no matter where you are in the world, provided you are more than 200 kilometres from home for a maximum duration of 90 days. When in Australia, these services are accessible through the Visa Emergency Assistance Centre, which can be reached by simply making one toll-free call. The toll-free phone number is 1800 125 440. For your added convenience, toll-free numbers, to access these services, are also available in certain countries.

These are:

When in United States:

**Call 1800 847 2911**

When in United Kingdom:

**Call 0800 89 5082**

When in New Zealand:

**Call 0800 44 3019**

If the country you are travelling to is not listed above, please call collect on (65) 345 1345. These assistance services are provided on a best-efforts basis, and may not be available due to problems of time, distance or location. Visa's third-party service provider and Visa

International and their respective contractors are not responsible for the availability, use or results of any medical, legal or transportation service, to which BusinessVantage Visa customers are referred.

## **Medical Assistance.**

### **Medical Referral, Monitoring, Assistance and Follow-Up.**

In a medical emergency, the Visa Emergency Assistance Centre (VEAC) will provide you with the name(s) of physicians and dentists, as well as hospitals in the location where you are travelling. The VEAC maintains and monitors a list developed through research, experience and local office referrals of qualified professionals. However, in life-threatening situations, it is advisable to arrange for immediate emergency help first through local sources (fire, ambulance, police) before contacting the Visa Emergency Assistance Centre.

If you are hospitalised or are in need of medical care, the VEAC will assign a medical professional (a licensed physician) to establish communication, by telephone, with local attending medical personnel to obtain an understanding of your condition; to provide you and/or your family, as appropriate an assessment of the quality of care available to you at that location; and to attempt to monitor the status of your condition and the type of treatment you are receiving. In addition, VEAC will continue to monitor the status of your case by telephone through contacts with medical personnel on the scene and will remain in communication with you and your family to assist by acting as a liaison with the local medical personnel and to provide you and your family with regular updates on your condition, the type of treatment you are receiving and the medical necessity of moving you to a different hospital or medical facility for treatment.

The VEAC will also assist you in arranging medical payment to the emergency medical or hospital provider(s) and, where authorised, will provide a guarantee of payment to the emergency medical or hospital provider(s); however, full liability for payment of these services rests with you. In all cases, you will be billed for actual funds advanced. This service assures that BusinessVantage Visa cardholders will not be denied emergency treatment due to financial concerns; but is not hospital or medical insurance per se.



## **Emergency Transportation Assistance.**

In the event of a medical emergency, when you so request and a physician designated by the VEAC in consultation with a local attending physician determines that it is medically appropriate, the VEAC will arrange for emergency transportation services under proper medical supervision to a different hospital or treatment facility for you or repatriate you to your place of residence for treatment. This transportation could include commercial aircraft and ambulance, but may also include private aircraft, train or boat. Assistance with the transportation of special equipment or medical personnel and transportation of mortal remains in the case of death are also included.

In a medical emergency, upon request, the VEAC will arrange transportation, from the location where you are hospitalised, for unaccompanied minor children who were travelling with the cardholder and are left unattended and will arrange transportation for a family member to the location where you are hospitalised.

The actual costs of all emergency transportation are your liability, but the VEAC will assist in payment arrangements.

## **Medical Advance.**

In situations where you do not have adequate funds with you, upon receipt of a proper authorisation, the VEAC will arrange to advance funds necessary to ensure that you will receive emergency medical attention.

## **Prescription Assistance and Valuable Document Delivery.**

As part of the medical assistance services, you will be entitled to assistance in the event you need a prescription filled or replaced or you have lost or forgotten valuable documents.

The VEAC will arrange, at your expense, to transport critical valuable documents which may have been left at home or at some other location. These documents will be sent directly to you by courier.

In the event you have a sudden unexpected need for prescription medication while travelling or lose or run out of needed prescription medication, the VEAC will obtain the prescription for you at a local pharmacy if it is available, or if not available locally, at a pharmacy at a nearby location where it is available, subject to local laws. The cost of the prescription and courier charges, if applicable, are your responsibility.

## **Legal Assistance.**

### **Legal Referral and Follow-Up.**

The VEAC will provide you with the name, address and telephone number of local attorneys, and/or embassies or consulates in the event that you are arrested or detained by authorities; are in an automobile accident; are accused of a civil or criminal offence; or are otherwise in need of legal assistance. The VEAC will maintain contact with you until satisfactory contact with an attorney is arranged. Throughout this emergency situation, upon request, the VEAC representative will contact and maintain communication with your relatives, friends, and/or business associates using information provided by you.

### **Bail Bond Assistance and Cash Advance**

The VEAC will co-ordinate payment of bail via transfer of personal funds or cash advance (using your *Bank of Melbourne BusinessVantage Visa Card* account), and will then follow-up and ensure that the situation has been appropriately handled. The VEAC shall have no obligation to make an advance or guarantee in an amount greater than US\$5,000 for the cost of any bail bonds.

### **Pre-Trip Assistance.**

The VEAC will assist you in obtaining pre-travel information, including: health precautions, weather reports, currency exchange rates, visas and immunisations. For cardholders who have special medical needs, the VEAC will assist in making arrangements for medical equipment and supplies and in locating medical facilities prior to the trip. You may avail yourself of these services even though you are not more than 200 kilometres from home or in an overseas country.

### **Emergency Ticket Replacement.**

The VEAC will arrange for booking of emergency tickets for airport or terminal pickup or delivery to your location. The cost of replacement tickets and delivery, if applicable, will be borne by you. The VEAC will assist you with lost ticket reimbursement procedures. This service also covers replacement of tickets for all common carriers when you are travelling.

### **Lost Luggage Assistance.**

In the event your luggage is lost while travelling and the Carrier is unable to locate it after being requested to do so by you, the VEAC will arrange, at your expense, for the immediate shipment of replacement items so that your inconvenience is kept to a minimum. The VEAC will also assist you in obtaining payment of any applicable insurance.

### **Translation Service.**

The VEAC will provide foreign language translation service in all major languages over the telephone and will assist in locating local interpreters, if available. The cost of local interpreters is your liability.

### **Emergency Message Service.**

The VEAC provides a toll-free/collect-call 24-hour telephone service. You can call these numbers to leave messages, which the VEAC will forward in the most expeditious manner available.

### **Disclaimer of Responsibility.**

The communications and arrangements for services of the Emergency Assistance Program are provided by Third-Party Service Providers and are paid for by Visa International. The cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best-efforts basis, and may not be available due to problems of time, distance or location.

The medical and/or legal professionals suggested and/or designated by Visa International's Third-Party Service Provider are not employees of Visa International's Third-Party Service Provider or employees or contractors of Visa International and, therefore, they are NOT responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.

## **46 Appropriate use of our services.**

- (a) You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- (b) Where we consider it necessary for us to meet our regulatory and compliance obligations:
  - (i) you must provide us with any information we reasonably request;
  - (ii) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
  - (iii) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

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## Important.

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on 1800 772 266, 7 days a week (free call), 61 3 9982 4156 outside Australia.

**For General Customer Enquiries**, please call 8.00am to 6.00pm 5 days a week on **13 82 66**

## Disputes

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

Senior Manager, Customer Relations

Locked Bag 20037

Melbourne VIC 3001

Telephone (metro): **03 9982 4150**

Telephone (non-metro): **1800 266 352**

If you are not satisfied with our response, you may be able to lodge a complaint:

- with the Financial Ombudsman Service Australia **if lodged before 1 November 2018:**

Online: [www.fos.org.au](http://www.fos.org.au)

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

Phone: 1800 367 287

Mail: Financial Ombudsman Service Limited  
GPO Box 3 Melbourne VIC 3001; or

- with the Australian Financial Complaints Authority **if lodged on or after 1 November 2018:**

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001



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