

# Visa Debit card.

# Terms & Conditions.

Effective: 22 April 2025

## You've got questions? We've got time to talk.

Give us a call on **13 22 66** 8.00am to 8.00pm Monday to Saturday

Pop into a branch near you

Visit bankofmelbourne.com.au

#### Accessibility support.

If you are deaf, hard of hearing, or have speech/communication difficulty, you can message us within the Bank of Melbourne App or communicate with us using the **National Relay Service.** 

If English is not your preferred language, contact us and a banker can arrange a language interpreter.

Visit **Bank of Melbourne Accessibility** for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is not your preferred.

## Welcome.

This document sets out the terms and conditions of your Visa Debit card and forms part of your contract with us. You agree that these terms and conditions apply when you activate or use your first Visa Debit card. Your linked account terms continue to apply and can be found on our website.

The information in this document is subject to change. We may vary the information in this document. We will provide updated information by giving you notice (if required, such as where the change is materially adverse to you) or by posting the updated information on our website. You can also contact us to receive a free paper copy of any updated information.

## For more information:

Visit bankofmelbourne.com.au

- Call **13 22 66**.
- Visit any of our branches

Write to us at Bank of Melbourne, Locked Bag 20037, Melbourne VIC 3001

# Lost or stolen cards, suspected unauthorised transactions or divulged PINs

Cards lost in Australia or overseas can be promptly reported via the following numbers:

Australia: 13 22 66 Overseas: +61 3 8536 7870

Your PIN can be changed via Internet Banking (provided you know your existing PIN) or by visiting one of our branches in Australia (subject to verification of your identity).

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## Introduction.

It is important that you read and understand this document. Please contact Bank of Melbourne if you do not understand or are unsure about any aspect of the Terms and Conditions.

You can obtain a copy of the Terms and Conditions for your linked transaction, savings and investments accounts online at **bankofmelbourne.com.au**, at any Bank of Melbourne branch or by calling us on 13 22 66.

## Changes to terms and conditions.

At various times, we may make changes to these terms and conditions relating to:

- fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- transaction limits;
- the types of transactions performed or ways you can access or transact on your account; or
- the features of your Bank of Melbourne Visa Debit card.

We'll always let you know if, for any reason, the terms and conditions of change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk. We may notify you of changes as set out in the following table:

Type of change	Timeframe	Method of notification
New fee or increase in fee for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as a card)	30 days in advance	In writing or electronically
Other new fee or increase to an existing fee relating to the card or use of the card	30 days in advance	In writing, electronically or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance	In writing or electronically
Transaction limits on electronic transactions, a facility or electronic equipment	30 days in advance	In writing or electronically
Government charges	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through media advertisement

Type of change	Timeframe	Method of notification
Any other change to a term or condition	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect	In writing, electronically or through media advertisement

#### By 'electronically', we mean by:

- electronic communication to your nominated electronic address; or
- sending you notification that the changes are available for viewing within Internet Banking or on a website.

#### Definitions.

The following definitions apply throughout this document, unless otherwise stated.

**'Account holder'** and **'you'** means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**'account'/'deposit account'** means any Bank of Melbourne transaction or savings account which can be operated by a card, and which you have nominated for use in this way.

**'ATM'** means an Automated Teller Machine operated by us or someone else.

**'available balance'** means the total balance in your account less any unsettled transactions (e.g. cheques deposited that have not yet been cleared or Visa Debit card transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**'Bank@Post™'** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**'Business day'** means a day we are open for business but does not include Saturday (unless otherwise specified in these terms and conditions), Sunday or any national public holiday.

In reference to interest and fees, business day means a day we are open for business, including Saturday, but does not include Sunday or any national public holiday.

**'card'** means the Visa Debit card issued to you by us for use on your linked personal deposit account.

**'CDM'** means any authorised Coin Deposit Machine where you can deposit coins.

**'Code'** means a PIN, Phone Banking access code, Internet Banking password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.

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

**'contactless transaction'** means a 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 the card.

**'CVV'** means Card Verification Value. Merchants online or over the phone will ask for your card number, expiry date and may ask you to provide a CVV number. This can be found on the back of your Visa Debit card or a generated CVV is available in Mobile Banking.

**'Device'** means an article we give to a user to perform electronic transactions.

**'eftpos'** means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366.

'Electronic Agency' means a third-party business linked to our banking network, and equipped to provide selected bank services over the counter.

'electronic equipment' or 'EFT Terminal' means electronic banking terminals (e.g. ATMs, Point of Sale (POS) terminals, contactless terminals and terminals located at the counter in a branch), computers, televisions and telephones.

'electronic transactions' means payment, funds transfer and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**'Elevated Risk Transactions'** means transactions that identify with specific merchant category codes relating but not limited to things such as alcohol, tobacco, and adult entertainment.

**'identifier'** means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

**'Internet Banking'** means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify. Internet Banking also refers to Mobile Banking and Tablet Banking in this document.

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

'Phone Banking' means any service we offer from time to time through a telecommunications network to enable you to receive information from us and to transmit instructions to us electronically, or other matters we specify, using an interactive voice response system. Phone Banking does not include communicating with a member of our staff directly by telephone.

**'PIN'** means the Personal Identification Number used in conjunction with your card.

'POS' means point of sale.

**'recurring payment'** means a payment that you have authorised a third party (this includes a person, company or merchant) to charge your Visa Debit card at set times.

**'user'** means the person(s) authorised by you to perform the type of transactions permitted by you.

'Visa Debit card transaction' means using your Visa Debit card to make purchases by selecting the 'credit' or 'Visa Debit' option, making a contactless transaction or using your 16-digit card number to purchase goods or services (for example, an online purchase).

'Westpac Group' means Westpac Banking Corporation ABN
33 007 457 141 AFSL and Australian credit licence 233714
(Westpac) and its related bodies corporate. Bank of Melbourne,
St.George, BankSA are all divisions of Westpac.

Westpac Group partner ATM refers to a third party ATM operator who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator <u>bankofmelbourne.com.au/locator</u> or via the Bank of Melbourne Mobile Banking App.

## Fees and charges.

### Bank fees and charges.

Fees and charges are payable to us on your account(s), including in relation to the use of your card. Information of current standard fees and charges is also available on request.

The terms and conditions of your account show current fees and charges (including Government charges) on accounts and includes fees charged by us relating to the use of your card. Your account terms and conditions are available online at **bankofmelbourne.com.au**, at any Bank of Melbourne branch or by calling us on 13 22 66.

## Visa Debit card fees and charges.

You will not be charged for the first issue of the Visa Debit card itself. Amounts may become payable by you in respect of your use of the card.

## Foreign Currency Conversion fee.

A foreign currency conversion fee is charged at 3% of the AUD transaction amount where a transaction is made in a foreign currency.

This fee is charged for any transaction that involves the conversion of an amount of foreign currency into Australian Dollars. The fee is charged at the time the transaction is processed to your account. The fee will be shown on your account statement separately to the transaction amount.

## Card Services.

Card replacement	\$0 (courier
(sent to an address within or outside	costs may
Australia)	apply)

## Accounts with transaction limits.

All transactions you make using your Visa Debit card will be counted towards the free monthly transaction allowance/limit that may apply to the account linked to your card.

## Merchant fees.

Some merchants may apply a surcharge to purchases made by selecting the 'credit' or 'Visa Debit' option or holding your card in front of a contactless terminal. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account as one transaction. Such fees are merchants' fees. They are not our fees.

# A guide to using your Visa Debit card.

#### Getting started.

Customers must be over 14 years of age and have an Australian residential address to be eligible for the card.

## Default accounts.

A maximum of two eligible deposit accounts can be linked to a Visa Debit card. When you apply for a Visa Debit card you must select a default account. If you choose to close your default account and do not have a secondary account linked, your Visa Debit card will be automatically cancelled.

#### Accessing your account.

You can use your Visa Debit card in the following ways:

- at merchants in Australia or overseas by selecting the 'credit' or 'Visa Debit' option (as displayed) and entering your PIN or signing the transaction slip (where available);
- at merchants in Australia by holding your card against a contactless terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN or sign for purchases of \$100 or less. This threshold amount may be changed from time to time and can be checked via our website;
- at merchants overseas by holding your card in front of a contactless terminal and waiting for the transaction to be confirmed. You may not need to enter a PIN or sign for small value transactions;
- at merchants in Australia by selecting the 'cheque'/'savings' option and entering your PIN;

- over the phone by quoting the Visa Debit card number, expiry date and where requested, the CVV;
- on the internet by using the Visa Debit card number, expiry date and where requested, the CVV;
- withdraw cash at ATMs; and
- some fees and charges may apply when you use your Visa Debit card. Refer to the 'Fees and charges' section to see what Visa Debit card fees may apply to your account.

Your Visa Debit card does not provide credit. When you use your Visa Debit card to make a Visa Debit transaction, you have access to the funds available in your account. We do not agree to provide any credit in respect of your Visa Debit card. However, we may allow your account to become overdrawn. **Overdrawing your account may result in a charge to you**. Refer to 'Overdrawing your accounts' information in the 'Using your accounts' section in your Transaction, Savings and Investment Accounts terms and conditions.

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When you make a Visa Debit card transaction, you authorise us to act on the instructions entered into the electronic equipment. You should ensure the transaction amount is correct before entering the PIN or otherwise using the card at the electronic equipment.

By entering the PIN, signing a transaction voucher or record, using the card for an online transaction, or holding the card in front of a contactless terminal, you indicate your agreement that the transaction amount is correct.

## ATMs.

What you can do	<ul> <li>Check your balance</li> <li>Withdraw funds</li> <li>Other features may be available at select ATMs (e.g., making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit</li> <li>bankofmelbourne.com.au/ouratms, or visit your local branch for more details.</li> </ul>
Limits or restrictions	<ul> <li>Limits or restrictions may apply to:</li> <li>Daily cash withdrawal limit</li> <li>Minimum withdrawal, subject to note denominations and cash availability</li> <li>Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.</li> </ul>

be charged

Fees that may

- No ATM operator fees apply for using Westpac Group branded ATMs or Westpac Group partner ATMs.
- ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.
- Overseas withdrawal fee: \$5.00 (Nil for cash withdrawals from Global ATM Alliance ATMs).
- An overseas withdrawal fee is charged on the last business day of the month in which the transaction occurred and is in addition to any foreign currency conversion fee.
- Some overseas banks may also apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Australian dollars and debited to your account as one transaction.
- Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global ATM Alliance ATMs. To find an overseas ATM that is part of the Global ATM Alliance, visit <u>bankofmelbourne.com.au/</u> <u>atmalliance</u>.

## Deposits at ATMs, CDMs and Bank@Post™.

If you make a deposit at an eligible ATM/CDM the amount of your deposit is subject to verification by us. The amount accepted by the CDM, or the amount validated by the ATM and then agreed by the depositor, is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24 hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut off times visit **bankofmelbourne.com.au/ouratms** or visit your local branch.

# What can you do with electronic banking terminals?

- Make purchases worldwide without cash at most retail or service outlets.
- Withdraw cash at the same time from your linked account (where available).
- Get a printed receipt.
- Wide network of acceptance.

At various retail and service outlets you have the convenience of paying for goods and services and (at some outlets) obtaining cash directly from your account (known as 'cash out') by presenting your Visa Debit card. Please note that for Visa Debit card where you select the 'credit' or 'Visa Debit' option on the POS terminal you cannot get 'cash out'.

Our cards are accepted at any POS terminal location in Australia. When you make a transaction at an ATM or POS terminal, you authorise us to act on the instructions you enter into the terminal. When making a purchase you should ensure that the transaction amount is correct before you enter your PIN, sign a transaction voucher or hold your card in front of a contactless terminal. By doing so, you indicate your agreement that the transaction amount is correct. You should wait until the POS terminal, including the contactless terminal, shows the transaction confirmation.

## Visa Debit card acceptance.

A Bank of Melbourne Visa Debit card may be honoured by financial institutions and merchants displaying Visa and is accepted at ATMs with the PLUS logo worldwide. However, Visa Debit promotional material displayed on any site should not be taken as a guarantee by the merchant, financial institution or any person carrying on business there that all goods and services available at those premises may be purchased with this card. Where the particular merchant, financial institution or other person in Australia carrying on business does not accept Visa, they may still allow you to purchase goods or services with your Visa Debit card if you select the 'savings' or 'cheque' option at a POS terminal, or, if the contactless terminal is set to select the 'savings' or 'cheque' option for contactless transactions and you hold your card in front of the contactless terminal to authorise the transaction.

- Bank of Melbourne does not accept any liability:
  - on goods or services purchased with a Visa Debit card; and
  - b. for any financial institution or merchant displaying Visa, a PLUS logo or eftpos symbol refusing to accept or honour a Visa Debit card;
- The price the merchant charges for goods and services purchased with a Visa Debit card may vary from the price a merchant charges for the same goods and services purchased with cash.
- Any complaints about goods or services purchased with a Visa Debit card must be resolved directly with the merchant concerned.

# Authorising Visa Debit card transactions.

When you use your Visa Debit card to make purchases by selecting the 'credit' or 'Visa Debit' option, you make a contactless transaction or you use your 16-digit card number to purchase goods or services, the 'credit' or 'Visa Debit' option applies to that transaction. This section applies to your use of your card when the 'credit' or 'Visa Debit' option is used to process the transaction.

## Do transactions have to be authorised?

Certain transactions on the account may need to be authorised before they can be completed - by us, the merchant, or other person involved in the transaction. For example, we may choose not to authorise a transaction if there are insufficient funds available in the account for the transaction.

Once an authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced until the authorisation is cleared.

#### Recurring payments.

You can purchase goods or services at any time by authorising another person or company (merchant) to transact on the default deposit account by quoting your 16-digit Visa Debit card number and expiry date.

To cancel such an authority, you must notify the merchant. Please note, unlike direct debits, Bank of Melbourne is not able to cancel a recurring payment on your behalf. Until you cancel your authority, the merchant is entitled to request Bank of Melbourne to debit the account and Bank of Melbourne is obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide Bank of Melbourne with a copy of the correspondence with the merchant to enable Bank of Melbourne to dispute the relevant transaction(s) on your behalf.

## Mismatched authorisations.

Some merchants may request confirmation that you have sufficient funds in your account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental agencies). We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds in your account are reduced by up to the amount anticipated by the merchant. This means the balance in your account may not indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your account.

The merchant may then request a subsequent authorisation for the final (actual) amount of goods and services once they have been supplied. This may have the effect of reducing your balance further by the sum of two authorisation amounts until that final amount is processed.

## Delayed authorisations.

Transactions when the 'credit' or 'Visa Debit' option are used to process a transaction may take some weeks to be processed and debited to your account.

If we gave an authorisation for the purchase or payment, the balance on your account may be greater than the available funds in your account. Please consider this whenever you reconcile your account statement or passbook.

For example, you use your card to check in to a hotel by inserting your card at an electronic banking terminal at the reception desk and selecting the 'credit' or 'Visa Debit' option.

A request for authorisation for the anticipated amount will be processed to your account to cover the hotel stay. If, during the stay, further authorisations are received, these amounts may appear as individual authorisations and temporarily reduce the available balance in the account until the final amount is processed. The final amount processed upon checkout could differ from the originally requested authorisation.

## Gambling block requests.

Gambling block is a feature available on personal Visa Debit cards. On eligible cards, the feature is, by default, unblocked,

unless otherwise requested by you. However, if the cardholder is under 18 years of age, the gambling block is enabled on the card by default, and this will automatically be switched off after the cardholder turns 18 years old. This feature is dependent on the cardholder's date of birth information provided to us being accurate. We will not be held responsible for the under 18 gambling block function not operating across all gambling transactions (please see below bullet points for more information on the types of transactions which are blocked), nor be liable for any resulting damage or losses to the cardholder if the cardholder's date of birth information provided to us is not correct or fraudulently altered. When the gambling block is enabled on your card, we may decline authorisation requests that identify with the merchant category codes relating to gambling that we have applied to the block. We will continue to decline these card authorisation requests until you request to unblock your card. The unblock request may take up to 2 days to process.

You may make block or unblock requests by calling us, or by any other means made available to you from time to time.

If you have provided a valid email address, you will receive an email when the request is made.

Some gambling authorisation requests may still be processed. This may be, for example:

- where the authorisation request does not identify with any of the merchant category codes relating to gambling which we have applied to the block;
- where the transaction is a recurring payment that you have authorised;
- where you make a payment using BPAY® or to withdraw cash from an ATM;
- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted; or
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the authorisation request occurs under a delegated authority held by the merchant, the relevant card scheme provider or a third party transaction processor).

## Under 18 Card Transactions Block.

If the cardholder is under 18 years of age, a protective block is enabled by default on the card. We may decline authorisation requests that identify with the merchant category codes, relating to Elevated Risk Transactions, that we have applied to the block.

This block is mandatory and will automatically be removed when the cardholder turns 18 years old. This feature is dependent on the cardholder's date of birth information provided to us being accurate.

This block will not prevent all Elevated Risk Transactions.

For example, it will not prevent transactions in situations such as:

- if we have not received an authorisation request for the transaction when our systems are offline/otherwise impaired/interrupted;
- if the Merchant/card scheme automatically approves the transaction;
- if the card scheme (Visa or Mastercard) does not tell us that the Merchant offers an Elevated Risk Transaction product or service; or
- when a transaction may not require our authorisation, for example, recurring card payments and instalment payments.

### Disputed transactions.

If you need to dispute a transaction, you should contact us as soon as possible. You can raise a dispute online, in branch, or by contacting us using the number on the back of your card. We may ask you to provide information in writing to support your dispute.

We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don't notify us promptly, we may not be able to investigate your dispute.

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 BPAY transactions.

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. Otherwise any chargeback right we have may be lost.

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

#### Statements & Passbooks.

You should keep all voucher and transaction records given to you when using your card. You can use these to verify the transactions on your account.

# Your Card.

#### Card validity and expiry.

When cardholders receive their Visa Debit card, for security reasons, they must sign it immediately. It should only be used until the expiry date. As soon as a card expires, ensure that you destroy it, by cutting it into several pieces and disposing of them securely.

### Additional cards.

You may ask us to have a person authorised to operate your account with a card. The authorised person must meet the same eligibility criteria for the issuance of the card as the account holder.

By nominating an additional cardholder, the account holder authorises the additional cardholder to act on their behalf to make a replacement request for the additional cardholder's existing card that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only. You should ensure that any additional cardholder has read these terms and conditions and understands how the card operates. If there are any changes to additional cardholders and/or their details, you must notify us as soon as possible.

## Daily withdrawal limits.

#### Cash.

A limit of \$1,000 applies to the total of all cash withdrawals made using each card linked to an account, including:

- ATM cash withdrawals;
- POS cash out transactions; and
- fund transfers processed through eftpos.

Your limit can be changed to any whole dollar amount up to \$2,000. You can change your limit in Internet Banking, by calling Phone Banking or visiting a branch.

#### Purchases.

A limit of \$8,000 applies to the total amount of all purchase transactions made using each card linked to an account, for example:

- transactions made through a POS terminal;
- contactless transactions;
- transactions made online or by phone using a Visa Debit card number and expiry date on the front of the card.

You can change your limit, for example, if you're planning a large purchase, by calling Phone Banking or visiting a branch.

Please note, these limits may not be applicable to certain transactions including estimated, initial, and subsequent authorisations (that will be adjusted once the final amount is processed or expires), or when a transaction does not require our authorisation. Also, these limits may not apply to transactions made at Bank of Melbourne, St.George or BankSA branches, or Bank@Post. For more information, please contact us.

You will be advised of any changes we make to the maximum daily transaction limit in accordance with the requirements set out in the 'Changes to terms and conditions' section of these terms and conditions. In deciding whether you may require the standard daily limit to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn by any unauthorised person who may come into possession of your card and PIN. In this regard, refer to 'Liability for unauthorised transactions' located in this booklet.

Merchants or other providers may impose additional limits.

## Card cancellation.

We may cancel your card by providing you with 30 days' written notice acting reasonably. We may also cancel your card at any time (without prior notice) to protect you or us from material risks including fraud, unauthorised access, or other losses, to manage criminal, regulatory and associated risk.

Once your card is cancelled, you must not use your card. You must destroy it by immediately cutting it into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by calling us or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us.

What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their card to you, so that you can return it to us.

If you close your accounts or where the card has been cancelled, the account holder will remain liable for transactions:

- made using the card prior to or after its cancellation or closure of the accounts; and
- made using the card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination.

The user may be liable to the account holder for any use of a card after the user has received notice of its cancellation.

## Card re-issue.

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We may not re-issue a card to you in circumstances where it is reasonable for us not to and to meet our regulatory obligations. We will not automatically re-issue a card that hasn't been used to make a transaction in the prior 12 months.

# Withdrawals at branches and other financial institutions.

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia you may be required to provide a second form of identification, such as a passport or driver's licence. Overseas, a passport will be required for Visa Debit card withdrawals.

## All cards remain our property.

All cards remain our property and you are required to return the card to us on:

- our request;
- cancellation of your card;
- closure of all of the accounts which are linked to your card (in which case, the card may be automatically cancelled); or
- termination of your authority to operate all accounts which were previously linked to your card.

### Overseas transactions.

Customers can access their funds in their linked default account at any international ATM or POS terminals where the PLUS logo is displayed, by using your Visa Debit card and PIN.

At overseas ATMs you cannot use your Visa Debit card to make deposits or transfer funds between consumer deposit accounts linked to your Visa Debit card. To access the funds from your default account at overseas ATMs, select the 'credit' option.

Foreign Currency Conversion Fees apply to all overseas POS and contactless transactions (see 'Fees and Charges' section for further information). If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged. Refer to the section titled 'ATMs' for information on fees that may be charged for overseas ATM transactions.

### How Visa processes transactions.

When a Visa Debit card is used to make foreign currency transactions on your account, 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 foreign currency transaction into US dollars prior to converting it into Australian dollars.

Fees apply to each foreign currency transaction made with a card on your account.

# Our responsibilities and liabilities.

## Electronic banking access.

We will maintain electronic banking access to the nominated accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable;
- a merchant refuses to accept your card;
- at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

There may be times when we will alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using the card and PIN. When making this type of change, we will act reasonably in the circumstances. See the 'Changes to terms and conditions' section above for information about notice we will give you if we make any such change.

# What happens if an electronic banking terminal does not work?

We will be responsible to the account holder for any loss, which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

If you are aware that the electronic banking terminal is not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

We will not be responsible if an electronic banking terminal does not accept your instructions or your card fails to work in the terminal, such as where your card is faulty, or an electronic banking terminal malfunctions or is unavailable.

# Security and liability for Visa Debit card, Phone Banking and Internet Banking usage.

Because anyone who has your card and PIN, Phone Banking access code, Internet Banking password or Mobile Banking passcode can make transactions on your accounts, you must take special care to protect them.

## Your PIN.

Your PIN may be a four-digit number allocated to you by us, or it may be a four to six-digit number or word that you have personally selected. You have the option of changing your PIN to one of your own choice at any time (including where your record of the PIN has been lost or stolen). Visit **bankofmelbourne.com.au** to find out how.

If you are travelling overseas you will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATMs don't let you enter your PIN as a word.

## Protecting your Card.

To protect your card you must:

• sign it as soon as you receive it;

- carry it with you whenever you can;
- regularly check that you still have your card;
- not give your card to anyone else, including a family member or friend.

## Protecting your PIN.

#### What you have to do.

- Try to memorise them.
- Destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code.
- Prevent unauthorised access to any electronic stored record of your PIN, such as on your mobile device.
- Make sure nobody watches you when you are entering or using your PIN at electronic equipment (e.g. ATMs and POS terminals).
- Be ready to make a transaction when you approach an ATM or POS terminal.
- Make sure you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM.
- Notify us immediately if you request a PIN mailer and it has not been received intact or if a PIN change request has taken place without being requested.

#### What you can't do.

- Write your PIN on your card even if it is disguised.
- Keep a record of your PIN with or near your card.
- Tell anyone your PIN, even your family members and friends.
- If you select your own PIN, don't pick a number that can be easily guessed (e.g. part of the number printed on your card, date of birth, driver's licence number).
- Enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner.

#### Reasonable attempts to disguise.

If you make a record of your PIN or any other codes, you will need to take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. You must keep it separate and well away from your card unless the PIN is reasonably disguised. However, we recommend you keep your PIN and card separate.

We do not consider that you have made a reasonable attempt to disguise a PIN if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded;
- disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

For security reasons you should endeavour to change your PIN regularly.

**Please note:** Liability for losses, including where liability may be limited, resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies.

## Loss, theft or misuse of a card or PIN.

You must immediately notify us if your card or PIN is lost, stolen or misused, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses. If you've misplaced your card, you can put a temporary lock on it by using Internet Banking.

If your card has been lost or stolen, you'll need to contact us to permanently cancel your card. You can notify us using Internet Banking or by using the contact details at the back of this document.

If you are calling about a lost or stolen card or PIN from overseas, please use our reverse charge international phone

number (see the contact details on the back of this document). Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

When you contact us, we will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. We may require you to also confirm your report at one of our branches and/or complete certain documentation.

If you are overseas, you may also report the loss to Visa Global Customer Assistance Services by calling +1 303 967 1090.

## What happens if you can't call us?

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your card or PIN which could have been prevented if you were able to contact us by phone provided that you tell us of the loss, theft or misuse of your card or PIN within a reasonable time from the re-establishment of our telephone reporting facilities.

# Liability for unauthorised transactions.

## When the account holder is not liable.

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the user has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of a card or other device and/or a PIN and

happen before the user receives their card or other Device, and/or receives their PIN (including a replacement or reissued card, device or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or

- require the use of a card or other device and/or PIN and happen after we have been notified that the card or other device has been misused, lost or stolen or that the security of the PIN has been breached; or
- require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us, or taken all reasonable steps to have the card returned to us; or
- are made with a card, code or with any other device or identifier that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are electronic transactions made using an identifier without a device; or
- are electronic transactions able to be made using a device and not a PIN, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.

### When the account holder is liable.

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- engaging in fraud; or
- voluntarily disclosing any of their PIN to anyone, including a family member or friend; or
- keeping a record of a PIN:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their card or any device to which the PIN relates; or
- writing their PIN on their card or device to be used with the

PIN; or

- selecting a PIN which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or
- acting with extreme carelessness in failing to protect their PIN.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their card or other device, or of their PIN becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, the account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, their account(s) or the relevant device;
- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- losses incurred on any accounts which we and the account holder had not agreed could be accessed using the relevant device; or
- losses occurring after we have been notified that the card or other device has been misused, lost or stolen or that the security of the PIN has been breached.

The account holder's liability is subject to us proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

If more than one PIN or code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of these codes, you will be liable under this clause only if we also provide, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

#### When limited liability applies.

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the user contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150; or
- the balance of the account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Visa Debit card to the extent they exceed what the account holder's liability would have been had we exercised any rights we had under the rules of the card schemes against other parties to the scheme at the time you reported the unauthorised transactions to us promptly.

Our liability for any loss arising from equipment or system unavailability or malfunction, where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, is limited to:

- correcting any errors; and
- refunding any fees or charges imposed on the user.

For details on how to notify us about the loss or theft of your card, please refer to 'Loss, theft or misuse of a card or PIN'.

## Overdrawing your accounts.

Using your Visa Debit card gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

There is no agreed credit limit for your Visa Debit card. However, it may be possible to overdraw your account.

If you do overdraw your account we may charge you fees and interest on any overdrawn amount.

Should the use of your Visa debit card result in your account becoming overdrawn, please refer to 'Overdrawing your accounts' in the terms and conditions applying to your account, available on our website.

## General matters.

# What to do if you have a problem or dispute.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Where possible, we will attempt to resolve your complaint on the spot. And if we need to take some additional time to get back to you, we will let you know. In the event we can't resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Experience team.

Our Customer Experience Manager's aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed as to the progress of your complaint. You can contact us by:

#### Phone: 13 22 66

- Email: Go to our website, <u>bankofmelbourne.com.au</u> scroll down to 'Contact Us' at the bottom of the page, then click 'Feedback and Complaints'
- Mail: Bank of Melbourne Customer Experience, Level 5, 150 Collins Street, Melbourne VIC 3000

## What to do if you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details are set out below.

Australian Financial Complaints Authority

#### Online: www.afca.org.au

Email: info@afca.org.au

- Phone: 1800 931 678 (free call)
- Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

## What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible.

This can be done easily by calling Phone Banking, through Internet Banking or at any branch.

Please note that unless you give us adequate prior notification of changes to your relevant details, unfortunately we will not be responsible for any resulting errors or losses.

## Privacy.

Bank of Melbourne's Privacy Statement explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy statement by:

- calling Phone Banking on 13 22 66
- asking at any of our branches
- visiting bankofmelbourne.com.au/privacy/privacy-statement

## Duty of Confidentiality.

We have a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;

- where our interests require disclosure;
- where disclosure is made with your express or implied consent.

## The Banking Code of Practice.

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this booklet. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code of Practice on our website or contact us for assistance.

## The ePayments Code.

The ePayments Code governs certain electronic payments to or from your account where you are an individual. For example, using your credit card or debit card at ATMs, online payments, Phone Banking payments and BPAY. We will comply with this Code where it applies.

## Anti-Money Laundering and Counter-Terrorism Financing Obligations.

To meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

These measures may be taken where we have reasonable grounds to believe that:

- a transaction breaches Australian law or sanctions (or the law or sanctions of any other country); or
- your account and/or card is being used fraudulently or in a way that might cause you or us to lose money.

We may take these measures for as long as we reasonably need to investigate the transactions. Bank of Melbourne and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with your Visa Debit card.

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).
- You should also be aware that:
- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

## Payments made in error.

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. This page has been left blank intentionally.



Bank of Melbourne acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.

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