

Effective 1 November 2016

# Salary Packaging Specific.

Terms and Conditions.

# Salary Packaging Specific Terms and Conditions

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# Important Information.

The cards are offered to you on the terms set out in these Terms and Conditions. They govern the use of the cards and all transactions on the accounts.

They relate to our Salary Packaging card and our Meal Entertainment card.

Your employer and the administrator have entered into an arrangement for us to issue these cards. We are not responsible for your employer or the administrator making deductions from your salary, crediting your accounts or for any tax liability that may arise.

Your salary deduction can only be used on your card when we have processed it from the administrator or your employer.

You may only use your card while employed by your current employer. When your employment ends, your eligibility ends and we may cancel your card and return any funds in your account to your employer or the administrator. Also, if there is an overpayment to an account, we may repay it to your employer or administrator.

We make no representation or warranty about your tax liability relating to the use of your cards. You should obtain your own legal and accounting advices.

Please read these Terms and Conditions carefully.

If you have any questions concerning this document, please contact us.

These Terms and Conditions take effect on and from 1 November 2016.

# Terms and Conditions.

## 1. DEFINITIONS

In these Terms and Conditions:

**account** means an account we establish in your name in relation to a Salary Packaging Card or Meal Entertainment Card, as relevant.

**account holder** means you.

**additional cardholder** means a person you nominate and to whom we issue an additional card.

**administrator** means the person acting as your employer's salary packaging agent or administrator who from time to time organises the provision of and administration of your cards and your accounts.

**business day** means a day that is not Saturday or Sunday or a public holiday or bank holiday in the place concerned.

**card** means as relevant, the Salary Packaging or Meal Entertainment Visa Corporate Credit card we issue to you or to any additional cardholder for use on its related account.

**card details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**cardholder** means you or any additional cardholder.

**charge** means an amount debited to the account, including for purchases, fees, taxes and any other amount you have agreed to pay us.

**electronic equipment** includes, but is not limited to, an electronic terminal, computer and telephone.

**electronic terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or for us or any other third party for use with a card and PIN to conduct an electronic transaction.

**electronic transaction** means a payment transaction initiated using electronic equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

**employer** means your employer at the time we issue a card to you that pays money to your account either directly or through the administrator.

**identifier** means information that a cardholder must provide to perform a transaction and which the cardholder knows but is not required to keep secret, such as an account number or a serial number.

**merchant** means a business which accepts a card as payment for goods and services.

**passcode** means a PIN or any other password or code that the user must keep secret and which may be required to authenticate an electronic transaction or the user. It does not include a security number printed on a card.

**PIN** means the Personal Identification Number which is issued to a cardholder by us for use with a card.

**purchase** means any transaction with a merchant, the payment for which is authorised by a cardholder to be made on the relevant account and includes an order made for goods or services which are not taken.

This includes:

- (a) transactions made at an eftpos terminal by pressing the 'credit'

button;

- (b) transactions made online or over the phone using a 16-digit card number; and
- (c) bill payments made using a 16-digit card number.

**regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have pre-authorised the merchant to bill your 16-digit-card number at predetermined intervals (eg monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

**transaction** means a transaction on your account, from purchasing goods or services at Visa outlets, or making a payment via the internet or telephone using the card number.

**unauthorised** means without the knowledge or consent of a user.

**user** means you, any additional cardholder and any other individual authorised by you and us to perform transactions.

**we, us, our** means Community CPS Australia Ltd  
ABN 15 087 651 143 AFSL/Australian  
Credit Licence 237856 trading as Beyond  
Bank Australia.

**you, your** means the account holder. If there is more than one account holder, each is liable jointly and severally under these Terms and Conditions.

The singular includes the plural; a reference to a person includes a reference to a corporation or your executors, administrators or assigns; and a reference to a law includes its replacement and any instruments issued under it and in force.

## **2. CARD USE**

- 2.1. A cardholder may only use a card on terms allowed by the employer or the administrator.
- 2.2. A cardholder may not use a card for cash advances, cash withdrawals or account transfers. BPAY and ATM transactions are not allowed.
- 2.3. We may generally act on the administrator's instructions in relation to the account or a card. This includes instructions about transfer of funds, changes to a user's accounts, nomination of additional cardholders and cancelling cards for any user.
- 2.4. You may not overdraw an account.
- 2.5. Your Meal Entertainment card may only be used for entertainment in a social setting for purchases of food and beverages which are consumed at the event; or for entertainment facility leasing expenditure.
- 2.6. We may restrict the use of the cards to merchants approved by the Australian Taxation Office.
- 2.7. We may not approve a particular transaction if it is offline or outside the terms for use of the cards.
- 2.8. You may not deposit any money into your account. Credits may only be made by your employer through the administrator.
- 2.9. The funds in your account belong to your employer and we may remit them to it or the administrator, when we see it appropriate, when the administrator tells us or when your current employment with the employer ends.
- 2.10. You must tell us as soon as your employment ends.
- 2.11. We are not responsible to you for the amount we repay to your employer or the



administrator. It is for your employer to pay you any entitlements you have not received, including any amount from an account which you agree between you and your employer is due to you.

- 2.12. You can use Internet Banking and Telephone Banking to access your account balances and transaction history. These services are not available for you to perform transactions.
- 2.13. You must give us the information we request from time to time about a transaction to enable us to comply with our obligations under various laws.

### **3. ACCOUNT ACTIVATION, CARD SECURITY AND LIABILITY**

- 3.1. You accept our offer by activating a card. You are then bound by these Terms and Conditions.
- 3.2. All cards issued remain our property and must be returned or destroyed if we ask you to do so.
- 3.3. A card can only be used if the account to which it relates has been activated and the card has been signed by the cardholder. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.
- 3.4. Each account is a single account for all the related cards which may be issued.
- 3.5. A new card will be activated when you do one of the following:
  - (a) telephone us to activate the card;
  - (b) tell us to activate the card when we telephone you;
  - (c) give us your written instruction to activate the card;
  - (d) elect to activate the card through our

internet banking; or

(e) tell us in one of our branches that you wish to activate the card.

- 3.6. You must sign your card as soon as you receive it and before you use it. You must also ensure that each additional cardholder signs his or her card as soon as it is received and before it is used.
- 3.7. Subject to these Terms and Conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these Terms and Conditions.
- 3.8. We will provide a PIN to use the card with certain electronic equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the card.

We may also give you or allow you to select another passcode for transactions. You must keep any passcode secret. Please refer to clause 25 for more requirements and guidelines in relation to security.

- 3.9. A user must notify us immediately on becoming aware that a card is lost, stolen or used without your authority or that a passcode has become known to someone else (or the user suspects that it has become known to someone else) by:
- (a) telephoning the Visa card 24 hour toll free hotline in Australia on the numbers listed below; or
- (b) telephoning our Member Contact Centre on (Australia) 13 25 85 (available Monday to Friday 8.00am to 8.00pm and Saturday 9.00am to 3.00pm ACST) excluding public holidays.

**VISA CARD HOTLINE**  
**Australia wide toll free**  
**1800 648 027**

**From overseas**  
**+61 2 8299 9101**

- 3.10. If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, a user must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card or breach of passcode security:
- (a) with us by telephone or priority paid mail as soon as possible; or
  - (b) by telephoning the Visa card hotline number for the country the user(s) is/are in, which must be obtained from us prior to departure (see clause 10).
- 3.11. We will acknowledge the notification by giving a reference number that verifies the date and time we were contacted. Please retain this number as evidence of the time of contacting us.
- 3.12. If for any reason the hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction during this period which could have been prevented had the hotline been available provided we are notified within a reasonable time of the hotline becoming available again.
- 3.13. Delay in notifying us may increase your liability.
- 3.14. You are not liable for losses arising from an unauthorised electronic transaction:
- (a) where it is clear that a user has not contributed to the loss;
  - (b) caused by the fraud or negligence of:
    - (i) our employees or agents;
    - (ii) any third party involved in networking arrangements; or

- (iii) any merchant or their employee or agent;
  - (c) caused by the same transaction being incorrectly debited more than once to the same account;
  - (d) caused by a forged, faulty, expired or cancelled card, identifier or passcode;
  - (e) caused by an electronic transaction that did not require passcode authorisation and occurred before receipt of the card;
  - (f) caused by an electronic transaction which required passcode authorisation and occurred before receipt of the passcode by the user;
  - (g) arising from an unauthorised electronic transaction that can be made using an identifier without the card or passcode; or our employees or agents;
  - (h) arising from an unauthorised electronic transaction that can be made using the card or the card and an identifier, but without a passcode, if you do not unreasonably delay reporting the loss or theft of the card.
- 3.15. If there is a dispute about whether a user received a card or passcode:
- (a) it is presumed that the user did not receive it, unless we can prove that the user did receive it;
  - (b) we can prove that the user did receive it by obtaining an acknowledgment of receipt from the user; and
  - (c) we may not rely on proof of delivery to the correct mailing address or electronic address of the user to prove that the user did receive it.
- 3.16. Where we can prove on the balance of probability that a user contributed to a loss from an unauthorised electronic transaction

through fraud or breaching the passcode security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the card or breach of passcode security is reported to us or the Visa card hotline. However you are not liable for the portion of losses:

- (a) incurred on any one day that exceeds any applicable daily transaction limit on your account;
- (b) incurred in any period that exceeds any applicable periodic transaction limit on your account;
- (c) that exceeds the balance on your account; or
- (d) incurred on any account that you and we had not agreed could be accessed using the card or identifier or passcode used to perform the electronic transaction.

3.17. You are liable for losses arising from unauthorised electronic transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

3.18. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised electronic transaction by unreasonably delaying reporting the misuse, loss or theft of a card or that the passcode security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen card) and when the security compromise was reported to us or the Visa card hotline. However you are not liable for the portion of losses:

- (a) incurred on any one day that exceeds

any applicable daily transaction limit on your account;

- (b) incurred in any period that exceeds any applicable periodic transaction limit on your account;
- (c) that exceeds the balance on your account; or
- (d) incurred on any account that you and we had not agreed could be accessed using the card or passcode used to perform the electronic transaction.

3.19. Where a passcode was required to perform an unauthorised electronic transaction and clauses 3.15, 3.16 and 3.17 do not apply, your liability is the least of:

- (a) \$150;
- (b) the actual loss at the time of notification to us or the Visa card hotline of the misuse, loss or theft of the card, or of the breach of passcode security (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your card or your account); or
- (c) the balance of your account.

3.20. If a user reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 3 for an amount greater than your liability if we exercised any rights under the rules of the Visa credit card scheme at the time the report was made against other parties to the scheme (for example, charge-back rights).

3.21. You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with a user's instructions.

If a user should reasonably have been

aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

- 3.22. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 3.23. For a transaction that is not an unauthorised electronic transaction, if a card or passcode is used without authority, you are liable for that use before notification to us or the Visa card hotline of the unauthorised use, up to the credit limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Visa credit card scheme against other parties to that scheme.

#### **4. ADDITIONAL CARDHOLDERS**

- 4.1. We may issue a card to any person you nominate, provided that person is at least 18 years of age and satisfies the identity verification requirements of the Anti- Money Laundering and Counter- Terrorism Financing Act 2006.
- 4.2. All transactions effected or authorised by an additional cardholder will be treated as having been authorised by you and you will be responsible for them.
- 4.3. You must ensure that each additional cardholder receives a copy of these Terms and Conditions, reads them and protects their card and PIN and any other passcode in the same way as these Terms and Conditions require you to protect your card and PIN and any other passcode. If an additional cardholder does not comply with these Terms and Conditions, you will be

liable to us.

- 4.4. You acknowledge and agree that any additional cardholder can:
- (a) operate your account in the same way that you can (however, an additional cardholder cannot ask us to nominate another person to receive a card); and
  - (b) access financial information about the account including information relating to transactions and the account balance.
- 4.5. You or the administrator can at any time revoke the authority of an additional cardholder to operate the account by telling us in writing and by returning the additional card to us. We will then cancel the additional card. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the additional cardholder after we receive your or the administrator's instructions to revoke their authority.

## **5. CODES OF PRACTICE**

- 5.1. We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us.
- 5.2. You may obtain general descriptive information about our products and services from us on request.

## **6. USING THE ACCOUNT**

- 6.1. The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.
- 6.2. A cardholder may only use a card up to the



available balance of your account that relates to that card.

- 6.3. Some merchants may impose a minimum amount on electronic transactions.
- 6.4. You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:
  - (a) using a card, alone or together with your PIN, at any electronic terminal;
  - (b) presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
  - (c) providing the card details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or on- line.
- 6.5. A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- 6.6. When a transaction is authorised by a cardholder:
  - (a) the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained; and
  - (b) we will debit the account (in Australian dollars) for the amount of that transaction.
- 6.7. If you have been issued with a Visa PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping your

card as you always have, you will just need to tap your card against the contactless reader.

- 6.8. Payments using the PayWave functionality can only be made at a participating merchant outlet and if your purchase is under AU\$100.00. If your purchase is equal to or over AU\$100.00, you'll still need to sign or enter a PIN.
- 6.9. The Visa and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa PayWave transactions as your other Visa card transactions.

## **7. AUTHORISATION BY US**

- 7.1. We may choose at any time not to authorise a transaction, where this is required for security or credit risk purposes or we believe a transaction may breach an applicable law or the transaction involves a person or entity sanctioned by any country. We will not be liable to you or anyone else for any loss or damage resulting from us not authorising such a transaction.
- 7.2. Once we authorise a transaction we will reduce the amount that may be paid by you using the card. If the transaction is not completed, this amount may not be reinstated until the merchant who requested the authorisation has withdrawn the request (which may take 5 business days or more).

## **8. CREDIT CARD ACCEPTANCE**

- 8.1. Financial institutions and merchants displaying the Visa symbol will normally honour your card. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those

premises may be purchased with a card.

8.2. The price the merchant charges for goods and services purchased using a card may vary from the price a merchant charges for the same goods and services purchased with cash.

8.3. Unless required to do so by law (for example, by the consumer guarantees that services will be rendered with due care and skill and will be fit for their purpose), we do not accept any liability for

(a) any financial institution or merchant displaying a Visa symbol who refuses to accept or honour a card or imposes limits or conditions on use of a card; or

(b) goods and services purchased with a card. However, you are generally entitled to reverse or charge back a transaction where the transaction has been effected using a card or by providing the card details to acquire goods or services and you have a dispute with the merchant (for instance, the merchant has not provided you with the goods or services you paid for and you have tried to get a refund and were unsuccessful). Chargebacks are governed by the operating rules applicable to the Visa credit card scheme.

8.4. Please contact us for more information about your chargeback rights.

8.5. Any complaints about goods and services purchased with a card must be resolved directly with the merchant concerned.

## **9. FEES AND CHARGES**

9.1. There are no specific fees or charges related explicitly to the use of our Salary Packaging and Meal Entertainment cards.

Fees and Charges may however apply for specific transaction types and other services that you set up. Please refer to our Fees and Charges booklet available on our website.

- 9.2. You must pay our fees and charges specified in these Terms and Conditions or our Fees and Charges booklet if applicable to you. We may debit them to the relevant account.
- 9.3. You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, an account, the use of a card or any transaction in relation to the account.
- 9.4. Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 10.1.
- 9.5. All fees and charges debited to the account will be payable by you in accordance with clause 12.

## **10. USING THE CARD OUTSIDE AUSTRALIA**

- 10.1. All transactions made in a foreign currency on the Visa card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government-mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- 10.2. All transactions made in a foreign currency on the Visa card are subject to a conversion fee equal to 2% of the value of the transaction and payable to Cuscal Ltd, the principal member of Visa Worldwide, plus 1% of the value of the transaction payable to us. The amount of this conversion fee is subject to change from time to time and we will advise you in

advance of any such change in accordance with clause 19.

- 10.3. Some overseas merchants and automatic teller machines charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 10.4. Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- 10.5. Before travelling overseas, you or an additional cardholder should consult us to obtain Visa card hotline telephone numbers for the country of destination.
- 10.6. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **11. STATEMENTS**

- 11.1. We will provide a statement of account through our Internet Banking each month where there is any financial activity or a balance outstanding on the account. In all cases we will provide you an electronic or a paper statement of account at least every 6 months. You may request more frequent statements but a fee may apply.
- 11.2. Each debit and credit to the account takes effect on the date we assign to it which may not be the date on which it is processed and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of these Terms

and Conditions.

- 11.3. You should check each statement of account and tell us of any entry in the statement which you dispute.
- 11.4. You may request a copy of any statement of account at any time. However, a fee may apply.

## **12. PAYMENTS**

- 12.1. You must pay us the overdrawn balance of an account, the amount of any transactions not allowed to be made on your cards and all other amounts payable by you under these Terms and Conditions on demand by us. Until we make such a demand, you must pay us immediately these amounts upon receipt of a statement of account.
- 12.2. Each statement of account will include all amounts payable under clause 12.1.
- 12.3. A payment of the account can only be made in Australia and in Australian dollars.
- 12.4. A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the due date.
- 12.5. If the due date is not a business day, the payment must be made on or by the last business day immediately before the due date.

## **13. SMS**

If you sign up for TEXT ME! Services, we may send SMS messages to your nominated mobile phone advising you about credits to your account. We are not responsible if another person accesses those messages. Fees and Charges apply.

## 14. DEFAULT

- 14.1. You will be in default under these Terms and Conditions if you:
- (a) fail to pay us any payment due under these Terms and Conditions when it is due;
  - (b) fail to comply with your obligations under clauses 2, 3, 4, 6, 9 or 12 of these Terms and Conditions; or
  - (c) give us incorrect or misleading information in connection with these Terms and Conditions.
- 14.2. If you default we may:
- (a) cancel all cards;
  - (b) require you to pay us on demand all amounts due to us under these Terms and Conditions;
  - (c) exercise any other rights that the law gives us; and
  - (d) require you to pay us on demand reasonable enforcement expenses we reasonably incur. Enforcement expenses include expenses we incur in enforcing our rights, attempting to enforce our rights, performing any of your obligations which you have failed to perform, protecting our rights, waiving our rights, considering the enforcement of our rights and sending you demand letters or default notices.
- They also include any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to these Terms and Conditions.
- 14.3. If an obligation to pay us an amount under these Terms and Conditions becomes merged in a court order or judgment, you must pay us interest on that amount daily

until paid at the highest rate of interest applying to our Visa Credit cards at that time.

## **15. CLOSURE OF THE ACCOUNT AND CANCELLATION OF CARDS BY US**

- 15.1. We reserve the right to close or restrict access to an account at any time.
- 15.2. We may close or restrict access to an account without prior notice if:
  - (a) we believe that use of a card or the account may cause loss to you or to us or where required for security or credit risk purposes;
  - (b) the account is inactive;
  - (c) your account is overdrawn (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it on another occasion);
  - (d) your employment ends; or
  - (e) there is a change in the law or in its official interpretation which adversely impacts on our provision of the cards or the effectiveness of the arrangements relating to the cards.
- 15.3. Unless you are in default or we have previously given you notice to that effect, we will give you written notice as soon as possible after we close or restrict access to your account.
- 15.4. We may also close the account upon giving you not less than three months written notice.
- 15.5. If the account is closed, all cards issued in relation to the account will be cancelled.
- 15.6. We will not cancel any individual card without good reason but we may cancel a



card at any time without prior notice if we believe that use of the card may cause loss to you or us or where required for security or credit risk purposes. If we do so, we will give you written notice as soon as possible afterwards.

## **16. CLOSURE OF THE ACCOUNT AND CANCELLATION OF THE CARD BY YOU**

- 16.1. You or the administrator may close the account at any time by making a written request to us. If the account is closed, all cards issued in relation to the account will be cancelled.
- 16.2. You or the administrator may request us in writing, in accordance with clause 4.5, to cancel the card of an additional cardholder.
- 16.3. Written requests should be mailed to our postal address as set out in your statement of account.

## **17. WHEN THE ACCOUNT IS CLOSED OR A CARD IS CANCELLED**

- 17.1. When we cancel a card, including when you or the administrator request it:
  - (a) we will confirm the cancellation;
  - (b) the card must not be used; and
  - (c) the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed (which includes destroying the card chip and rendering the card number and expiry date undiscernible).
- 17.2. If an account is closed, including when you or the administrator request it:
  - (a) all related cards must not be used;
  - (b) all related cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed; and

- (c) your obligations under these Terms and Conditions will continue until you pay us the total amount you owe us (including amounts which you become liable to pay and which are not yet debited to the account).

17.3. If the account has a positive (credit) balance when it is closed, we will remit those funds to your employer or the administrator (unless those funds have been remitted as unclaimed money in accordance with the law).

## **18. CHANGE OF ADDRESS**

You must tell us promptly if you change your address.

## **19. CHANGES TO THESE TERMS AND CONDITIONS**

19.1. We may change these Terms and Conditions at any time without your consent for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including by adding benefits or new features);
- (e) to respond proportionately to changes in the cost of providing the card or the account; or
- (f) to make them clearer.

19.2. The changes we may make include

imposing a new fee or charge.

- 19.3. We will give you notice of any change in accordance with any requirement of any code or law which may apply.

For example, we will give:

- (a) at least 20 days written notice if we:
  - (i) increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
  - (ii) increase your liability for losses for electronic or other transactions; or
  - (iii) impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment; or
- (b) at least 30 days (or such lesser period as may be set by the Customer Owned Banking Code of Practice) written notice of the imposition of a new fee or charge.

- 19.4. To the extent permitted by law, we are not required to give you advance notice of any:

- (a) reduction or cancellation of daily card limits for electronic transactions; or
- (b) other changes to the Terms and Conditions; where these changes are required to immediately restore or maintain the security of a system or individual accounts.

- 19.5. We will supply information on current interest rates and fees and charges on request.

## **20. CARD RENEWAL**

We may automatically issue you and any additional cardholder with a replacement

card whenever the current card expires at our discretion. The use of any replacement card is subject to these Terms and Conditions.

## **21. NO WAIVER**

Our rights under these Terms and Conditions are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

## **22. ASSIGNMENT**

We may assign or otherwise deal with our rights under these Terms and Conditions without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment.

## **23. EVIDENCE**

23.1. You agree that a sales voucher or other record of a transaction provided by a merchant is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

23.2. You also agree that a statement given by us stating the amount of the outstanding balance of the account or any other amount recorded on the account is admissible evidence that the amount is in fact owing at the date of the statement and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

## **24. PRIVACY**

24.1. You agree that information about you (including credit information about you and

the account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal Ltd as the principal member of Visa Worldwide), any person providing services in connection with the administration of your application or account (including the administrator and your employer) or given to any person for the marketing of our services or those of any body corporate related to us.

- 24.2. You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

## **25. SECURITY**

- 25.1. A user must not voluntarily disclose a passcode (this includes a PIN) to anyone, including a family member or friend.
- 25.2. A user must not write or record a passcode on the card, or keep a record of the passcode on anything carried with the card or liable to loss or theft simultaneously with the card, unless the user makes a reasonable attempt to protect the security of the passcode.
- 25.3. If a card is not needed to perform an electronic transaction, a user must not keep a written record of all passcodes required to perform electronic transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode.
- 25.4. A reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode

record, including by:

- (a) hiding or disguising the passcode record among other records;
- (b) hiding or disguising the passcode record in a place where a passcode record would not be expected to be found;
- (c) keeping a record of the passcode record in a securely locked container; or
- (d) preventing unauthorised access to an electronically stored record of the passcode.

25.5. A user must not be extremely careless in failing to protect the security of a passcode. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

### **Security guidelines**

The security of your cards is very important. The following guidelines provide examples of security measures and will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such transactions will be determined in accordance with the ePayments Code.

- Sign the card as soon as you receive it.
- Keep the card in a safe place.
- Never write the PIN on the card.
- Never write the PIN on anything which is kept with or near the card.
- Never lend the card to anybody.
- Never tell or show the PIN to another person.
- Use care to prevent anyone seeing the card number and PIN being

entered at electronic equipment.

- Immediately report the loss, theft or unauthorised use of the card.
- Keep a record of the card number and the Visa card hotline telephone number for your area with your usual list of emergency telephone numbers.
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority.
- Immediately notify us of any change of address.
- Destroy the card on the expiry date by cutting it diagonally in half.

## **26. ERROR OR DISPUTE RESOLUTION**

26.1. If you have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should contact us promptly on the telephone numbers listed at the end of this document, as set out in our communication (including statements of account) with you or by visiting one of our branches.

26.2. To assist with our investigations you will need to provide the following information:

- (a) your name, address, member number, card number and account details;
- (b) details of the transaction, charge, refund or payment in question;
- (c) the details of any error believed to have occurred on a statement of account; and
- (d) the amount of the suspected error or disputed transaction, charge, refund or payment.

- 26.3. We may require you to confirm in writing the details of any error which you believe has occurred in relation to a transaction, charge, refund or payment or to a statement of account.
- 26.4. We will investigate your complaint and, if unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 26.5. Within 21 days of receipt from you of the details of your complaint we will complete our investigation and advise you in writing of the results or advise you in writing that we require further time to complete our investigation.
- 26.6. We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- 26.7. If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 26.8. If we find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 26.9. When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Terms and Conditions and (if applicable) the ePayments Code and advise you of any adjustments we have made to your account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a



written response).

- 26.10. If you are not satisfied with the decision, you may wish to take the matter further.

You may, for instance, contact the Financial Ombudsman Service or any other dispute resolution body which we utilise and advise from time to time. The Financial Ombudsman Service's contact details are:

**GPO Box 3**

**Melbourne VIC 3001**

**Toll Free Call: 1800 367 287**

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

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

- 26.11. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card or PIN, we will give you copies of any documents or other evidence we relied upon and advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- 26.12. If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.
- 26.13. If we resolve your complaint by exercising our rights under the operating rules applicable to the Visa credit card scheme, different time limits may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

## **27. REGULAR PAYMENT ARRANGEMENTS**

- 27.1. You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 27.2. To change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change or cancellation request. Should the merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you may make a complaint to us in accordance with clause 26.
- 27.3. Should your card details be changed (for example if your card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so, your regular payment arrangement may not be honoured or the merchant may stop providing the goods and/or services.
- 27.4. Should your card be cancelled for any reason, or should your card expire, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

## **28. MISTAKEN INTERNET PAYMENTS**

- 28.1. This clause applies to internet payments to or from your account.
- 28.2. In this clause:

**ADI** means a subscriber to the ePayments Code that is an authorised deposit-taking institution, except an authorised deposit-taking institution that is a provider of purchased payment facilities as designated by the Australian Prudential Regulation Authority.

**holder** means an individual in whose name a 'Pay Anyone' internet banking facility has been established. For an internet payment from your account, it means you.

**internet payment** means a payment through a 'Pay Anyone' internet banking facility and processed by an ADI through a direct debit or direct credit, as defined in the Bulk Electronic Clearing System Procedures.

**mistaken internet payment** means an internet payment where funds are paid into the account of an unintended recipient because the payment sender enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient, as a result of either the payment sender's error, or the payment sender being advised of the wrong BSB number and/or identifier. It does not include payments made using BPAY.

**payment sender** means a person authorised by the holder and a sending ADI to perform transactions using a 'Pay Anyone' internet banking facility held by the holder.

**receiving ADI** means an ADI whose customer has received an internet payment. Where the internet payment is made to your account, it means us.

**sending ADI** means an ADI whose customer has made an internet payment. Where the internet payment is made from your account, it means us.

**unintended recipient** means the recipient of funds as a result of a mistaken internet payment.

- 28.3. When you make an internet payment, it is important that you enter the correct details of the recipient. There are risks if you make a mistaken internet payment. The funds may be credited to the account of an

unintended recipient if the BSB number or account details do not belong to the named recipient. It may not be possible to recover funds from an unintended recipient.

- 28.4. To report a mistaken internet payment, please contact us as follows:

<b>In person</b>	at a branch
<b>Phone:</b>	13 25 85 from 8:00am to 8:00pm Monday to Friday and 9:00am to 3:00pm Saturday ACST (excluding public holidays). (Overseas callers +61 8 8205 8888)
<b>Email</b>	to the email address on the back cover

- 28.5. We will acknowledge the receipt of your report of a mistaken internet payment, including telephone reports. Our acknowledgment does not have to be in writing, but will enable you to verify that you have made a report and when it was made.
- 28.6. If you report a mistaken internet payment, we will investigate whether a mistaken internet payment has occurred.
- 28.7. If a sending ADI is satisfied that a mistaken internet payment has occurred, the sending ADI will send the receiving ADI a request for the return of the funds. If the sending ADI is not satisfied that a mistaken internet payment has occurred, the sending ADI is not required to take any further action.
- 28.8. When a receiving ADI receives a request from a sending ADI for the return of funds from a mistaken internet payment, the receiving ADI must, within 5 business days, acknowledge the request and advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

- 28.9. The procedures in clauses 28.10, 28.11 and 28.12 will apply when a mistaken internet payment is reported by a payment sender, the sending ADI is satisfied that a mistaken internet payment has occurred, and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment. The mistaken internet payment may be a payment made from your account or a payment made to your account.
- 28.10. When the report of the mistaken internet payment is made within 10 business days of making the payment:
- (a) if satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI, if practicable, or such longer period as is reasonably necessary, up to a maximum of 10 business days;
  - (b) if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder; and
  - (c) the sending ADI must return the funds to the holder as soon as practicable.
- 28.11. When the report of the mistaken internet payment is made between 10 business days and 7 months after making the payment:
- (a) the receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request;
  - (b) if satisfied that a mistaken internet payment has occurred, the receiving ADI must:

- (i) prevent the unintended recipient from withdrawing the funds for 10 further business days; and
  - (ii) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds;
- (c) if the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account;
  - (d) if the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder; and
  - (e) the sending ADI must return the funds to the holder as soon as practicable.

28.12. When the report of the mistaken internet payment is made more than 7 months after making the payment:

- (a) if the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the payment sender;
- (b) if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder;

- (c) if the unintended recipient consents to the return of the funds:
  - (i) the receiving ADI must return the funds to the sending ADI; and
  - (ii) the sending ADI must return the funds to the holder as soon as practicable.

28.13. Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

28.14. Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

28.15. We must inform you in writing of the outcome of a report by you of a mistaken internet payment, within 30 business days of the day on which your report is made.

28.16. If you report a mistaken internet payment, you can complain to us about how the report is dealt with, including that we and/or the receiving ADI:

- (a) is not satisfied that a mistaken internet payment has occurred; or
- (b) has not complied with the processes and timeframes set out in this clause 28.

28.17. If you are not satisfied with the outcome of a complaint, you may complain to our external dispute resolution scheme, the

Financial Ombudsman Service. Their contact details are:

**GPO Box 3**

**Melbourne VIC 3001**

**Toll Free Call: 1800 367 287**

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

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



# Getting in contact:

**Phone:** 13 25 85


**Web:** [beyondbank.com.au](http://beyondbank.com.au)

**Fax:** (08) 8231 3060

**Post:** GPO Box 1430 Adelaide SA 5001

**Email:** [contactus@beyondbank.com.au](mailto:contactus@beyondbank.com.au)

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