

# VISA Card Conditions of Use

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# Summary of Important Information

## Contact Details

If you need help with any of the services described in these Conditions of Use, you may contact us by:

- Calling our Customer Service Centre on 1800 828 232 between the hours of 9.00am to 4.30 pm Monday to Friday (Australian Central Standard Time);
- Emailing us at [info@tcu.com.au](mailto:info@tcu.com.au); or
- Writing to us at TCU I am running a few minutes late; my previous meeting is running over. PO Box 40425, Casuarina NT 0811.

If your Visa Card is lost or stolen you need to report this to us by:

- Calling the Customer Service Centre on 1800 828 232, or 1800 621 199 outside business hours, or if you are overseas, +61 2 9959 7480; or going into a TCU branch.
- Emailing us at [info@tcu.com.au](mailto:info@tcu.com.au)
- Using the 'Contact Us' form on the TCU website [www.tcu.com.au/contact-us/](http://www.tcu.com.au/contact-us/)

# Conditions of Use

## BEFORE YOU USE YOUR VISA CARD

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal (which in these Conditions of Use refers to eftpos Devices and ATMs) by the combined use of your Visa Card and a Personal Identification Number (PIN) or signature; and
- all other transactions (including telephone transactions, internet transactions and, if applicable, Visa payWave transactions) effected with the use of your Visa Card or Visa Card Number.

The activation of your Visa Card will be taken as your agreement to comply with the terms and conditions set out in these Conditions of Use. You should be aware that a transaction may arise on your Visa Card prior to you activating your Visa Card in circumstances where a transaction is conducted manually or is below the Floor Limit where no electronic approval is required. In these circumstances, the balance in your Linked Account will be reduced by the amount of any transaction that is made in these circumstances.

These Conditions of Use apply to you and any Additional Cardholder. If you fail to properly safeguard your Visa Card and PIN you may increase your liability for unauthorised use (refer to section 14 for a list of circumstances where you may be held liable for unauthorised use of your Visa Card).

If these Conditions of Use are not clear to you, contact Traditional Credit Union (TCU) BEFORE using your Visa Card or alternatively seek independent advice from your accountant or lawyer.

Information on your current fees and charges that apply in relation to the use of your Visa Card can be obtained by contacting your TCU. Words that are capitalised are defined in section 25 below.

## IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

If you fail to safeguard your Visa Card or PIN, you may increase your liability for unauthorised use. We therefore strongly recommend that you:

- sign your Visa Card immediately when you receive it;
- memorise your PIN and never store it with or near your Visa Card;
- never write your PIN on your Visa Card;
- never lend your Visa Card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that is easily identified with you, e.g. your birthdate, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos Device;
- never leave your Visa Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Visa Card to the VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;

- keep a record of the VISA CARD 24hr EMERGENCY HOTLINE telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date, destroy your Visa Card by cutting it diagonally in half.

Refer to section 14 below for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 14 below, rather than the security measures listed above, which are guidelines only.

## 1. INTRODUCTION

These Conditions of Use apply to:

- your use of your Visa Card when used in conjunction with a PIN, in an Electronic Banking Terminal;
- use of your Visa Card to purchase goods or services where a PIN is not required; and
- use of your Visa Card or Visa Card Number in a way acceptable to TCU (for example, to make a transaction over the telephone or internet).

At your request TCU may attach other services to the Visa Card. Any additional services that you request to be attached to your Visa Card will be advised to you in writing. The first time that you activate your Visa Card constitutes your agreement to the conditions set out in these Conditions of Use.

If you do not agree with the terms of these Conditions of Use, do not:

- activate your Visa Card
- permit an Additional Cardholder to use his or her Visa Card. Instead, return all Visa Cards to TCU (cut in half for your protection, including cutting in half any chip on your Visa Card).

## 2. APPLICATION OF CODES

Traditional Credit Union warrants that it will comply with the requirements of the ePayments Code (the Code) as established or replaced from time to time by the Australian Securities and Investments Commission. You can find a copy of the Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)).

The provisions of the Customer Owned Banking Code of Practice also applies to the use of your VISA card.

If you would like to know which industry codes of practice apply to the use of your Visa Card or you would like to obtain a copy of any relevant code, you should contact Traditional Credit Union.

## 3. SIGNING YOUR VISA CARD

You agree to sign your Visa Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

## 4. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

If you believe your Visa Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting:

**DURING NORMAL BUSINESS HOURS**

Traditional Credit Union (refer to TCU's website [www.tcu.com.au](http://www.tcu.com.au)) for a list of TCU's locations and normal business hours.

**OUTSIDE NORMAL BUSINESS HOURS**

Visa CARD 24hr EMERGENCY HOTLINE

Free Call - 1800 621 199

If you contact the Visa Card 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise TCU, as soon as you can, that you have made a report to the Visa Card 24hr Emergency Hotline. If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be the liability of Traditional Credit Union. To avoid further losses you are required to continue to try to provide notification of your lost or stolen Visa Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify TCU or the Visa Card 24hr Emergency Hotline, TCU will continue to be liable for any loss occurring as a result of further unauthorised use of your Visa Card.

If your Visa Card is reported as lost or stolen, TCU will issue to you a replacement Visa Card. You must give TCU reasonable time to arrange cancellation and the issue of a replacement Visa Card.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of your Visa Card with TCU by telephone or priority paid mail as soon as possible.

## 5. USING YOUR VISA CARD

Your Visa Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas. TCU will advise you:

- what transactions your Visa Card will enable you to perform at an Electronic Banking Terminal;
- which Electronic Banking Terminal networks you may use; and
- what mail, internet or telephone transactions you may carry out with your Visa Card by quoting your Visa Card Number.

You may only use your Visa Card to perform transactions on your Linked Account.

If your Visa Card is payWave enabled, then it may be possible for your Visa Card to be used to pay for transactions that

are under \$100.00 by using the Visa payWave functionality at Visa payWave participating merchants. Before authorising a Visa payWave transaction by waving your Visa Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds \$100.00, you will be required to either sign or enter your PIN.

Your Visa Card will be registered with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Visa Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk. In certain circumstances, if your transaction is deemed to be very high risk, the transaction will be declined. If you are unable to validate your identity, your Visa Card may be suspended. For assistance in these circumstances or to learn how your Visa Card may be unsuspending, please contact TCU during its normal business hours (refer to your TCU's website for details its normal business hours).

TCU does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Visa Card. You should always check with the relevant merchant that it will accept your Visa Card before purchasing any goods or services.

You must not use your Visa Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa Card is used or where the goods or services are provided. Should your Visa Card be used for unlawful purposes, TCU may restrict you from accessing any available funds from your Linked Account.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law.

To facilitate the processing of transaction information, your Visa Card details and transaction details may be processed by Visa in countries other than Australia. By using your Visa Card, you agree that information regarding any transactions may be processed outside of Australia.

In the first instance, TCU will debit your Linked Account (which will reduce the balance of your Linked Account) with the value of all transactions carried out:

- by using your Visa Card at an Electronic Banking Terminal;
- by using your Visa Card Number (for example, using your Visa Card Number to conduct a telephone or internet transaction); or
- when your Visa Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to TCU

Fraudulent transactions can arise from the use of your Visa Card or Visa Card Number. Where you advise TCU that a transaction that has been debited (deducted) from your Linked Account is fraudulent, unauthorised or disputed, TCU will investigate and review that transaction in accordance with section 16 of these Conditions of Use.

TCU will also credit your Linked Account (which will increase the balance of your Linked Account) with the value of all deposit transactions processed at Electronic Banking Terminals.

TCU is not responsible in the event that you have a dispute regarding the goods or services purchased using your Visa Card. In the first instance, you should contact the merchant directly.

If you cannot resolve the dispute with the merchant, TCU has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 16 below for a list of circumstances when TCU can investigate disputed transactions) and attempt to obtain a refund for you.

If the Linked Account is in the name of more than one person (referred to as a joint account), then you and the joint account holder will be jointly and severally liable (in the first instance) for all transactions carried out by using yours or the joint account holder's Visa Card or Visa Card Number. This means that:

- your joint account holder will be liable to TCU (in the first instance) for all transactions that are carried out by use of your Visa Card or Visa Card Number; and
- if applicable, you will be liable to TCU (in the first instance) for all transactions that are carried out by use of the joint account holder's Visa Card or Visa Card Number.

## **6. USING YOUR VISA CARD OUTSIDE AUSTRALIA**

All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in certain countries in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your Visa Card or make a cash withdrawal (e.g. withdrawal at an ATM) in a currency other than Australian dollars. A currency conversion fee may also be payable if you make a transaction on your Visa Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia. It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia. You will be advised by TCU whether a currency conversion fee applies and the amount of this fee at the time you apply for your Visa Card.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on your transaction history as the transaction amount.

## **7. TRANSACTION LIMITS**

You agree that you will NOT use your Visa Card to:

- overdraw the balance in your Linked Account; or

- exceed the unused portion of any credit limit provided by TCU any pre-arranged credit facility.

Traditional Credit Union:

- may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Linked Account on any one day through the Electronic Banking Terminal; and
- will advise you of any daily transaction limits that apply at the time of your application for your Visa Card.

Where TCU imposes a temporary minimum or maximum limit, TCU will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where TCU imposes a new permanent minimum or maximum transaction limit, TCU will inform you of this change in accordance with the requirements set out in section 21 of these Conditions of Use.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain using your Visa Card.

## **8. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS**

Certain transactions that you make using your Visa Card may need to be authorised by TCU before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from TCU for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Linked Account. If circumstances occur where authorisation is obtained by TCU but the relevant transaction is not completed, your available funds in your Linked Account may be reduced for a period of time.

Transactions will not necessarily be processed to your Linked Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

TCU has the right to refuse authorisation for you to effect a transaction if:

- TCU has restricted access to your Linked Account in accordance with section 12 of these Conditions of Use;
- in accordance with section 24 of these Conditions of Use, TCU believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you overdrawing your balance in your Linked Account.

## **9. DEPOSITS AT ELECTRONIC BANKING TERMINALS**

Any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by TCU. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

## **10. ADDITIONAL CARDS**

TCU may allow you to apply to TCU and request that an additional Visa Card be given to your nominee (referred to as an Additional Cardholder). TCU is not obliged to grant any additional Visa Cards. TCU is required to comply with all laws governing the issuing of debit cards (including identification and verification of any additional cardholders in accordance with the AML Legislation). When TCU issues an additional Visa Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates TCU makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable (in the first instance) for all transactions carried out by use of the additional Visa Card. Fraudulent or unauthorised transactions can occur on debit cards. Where you (or your Additional Cardholder) advise TCU that a transaction that has occurred on your Visa Card or your Additional Cardholder's Visa Card is fraudulent, unauthorised or disputed, TCU will investigate and review that transaction in accordance with section 16 below;
- you authorise TCU to give to any Additional Cardholder information about your accounts for the purposes of their use of the additional Visa Card. You also authorise TCU to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Card, except to the extent that any such instructions relate to the termination of your accounts or the replacement of an additional Visa Card following cancellation of that Visa Card by you; and
- you can cancel the additional Visa Card at any time by cutting it in half diagonally and either returning the pieces to TCU and requesting the additional Visa Card be cancelled or by informing TCU that you have destroyed the additional Visa Card and disposed of the pieces securely. You must then write to TCU confirming cancellation of the additional Visa Card. If you cannot destroy the additional Visa Card you should contact TCU by telephone and request that TCU place a "stop" on your Linked Account. If an Additional Cardholder does not comply with these Conditions of Use then you will be in breach of these Conditions of Use (refer to section 12 below).

## **11. RENEWAL OF YOUR VISA CARD**

TCU will forward to you and your Additional Cardholder a replacement Visa Card before the expiry date of your current Visa Card or additional Visa Card, provided that you are not otherwise in default under these Conditions of Use.

If you do not require a replacement Visa Card, either for yourself or your Additional Cardholder, you must notify TCU before the expiration date of your current Visa Card. You must give TCU a reasonable time to arrange cancellation of the issue of a replacement Visa Card.

TCU may issue a new Visa Card to you or your Additional Cardholder at any time. All reissued cards are subject to these Conditions of Use. TCU will typically do this in circumstances where it considers that the security of your Visa Card or PIN may have been compromised or where TCU is required to issue new cards to all its cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.



## 12. CANCELLATION AND RETURN OF YOUR VISA CARD

The Visa Card always remains the property of TCU. TCU may cancel your Visa Card and demand the return of the Visa Card issued to you and your Additional Cardholder at any time:

- for security reasons where your Visa Card has been or is reasonably suspected by TCU to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or any other third party as a result of your conduct;
- if you breach these Conditions of Use or the terms and conditions of the Linked Account and you fail to remedy that default within 14 days after receiving a written notice from TCU requesting you to remedy the default;
- if you close your Linked Account;
- if you cease to be a member of TCU if it is a credit union or building society; or
- if you alter the authorities governing the use of your Linked Account (unless TCU agrees otherwise).

TCU may also capture your Visa Card at any Electronic Banking Terminal.

In these circumstances, TCU will notify you that your Visa Card has been cancelled.

You may cancel your Visa Card or your Additional Cardholder's Visa Card at any time by giving TCU written notice.

In these circumstances you must either return all Visa Cards to TCU (cut in half for your protection, including cutting in half any chip on your Visa Card) or confirm by telephone that all Visa Cards have been destroyed and that you have disposed of the pieces securely. You must then write to TCU to confirm cancellation of your Visa Cards.

TCU may restrict the ability for you to access any available funds from your Linked Account by using your Visa Card and prevent you and your Additional Cardholders from using your Visa Card in circumstances where:

- you are in default in accordance with these Conditions of Use; and
- TCU has notified you of this default and advised you that it will restrict access to your Linked Account through use of your Visa Card if you do not rectify the relevant default in accordance with the timeframes set out in the notice TCU provided to you.

TCU, where possible, will provide you with at least seven (7) days notice of its intention to restrict the ability for you to access any available funds from your Linked Account by using your Visa Card.

## 13. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR VISA CARD

You must not use your Visa Card or allow your Additional Cardholder to use his or her additional Visa Card:

- after it has been cancelled or restricted; or
- after the expiry date shown on the face of the Visa Card.

In some circumstances your Visa Card may be used for store purchases which are below certain Floor Limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a transaction is processed manually. If you or your Additional Cardholder use your Visa Card after it has been cancelled or restricted in these circumstances, then you will be liable to TCU for the value of any transaction as well as any reasonable costs incurred by TCU in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by TCU.

## 14. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

(1) You are not liable for any loss arising from unauthorised use of your Visa Card:

(a) where the losses are caused by the fraudulent or negligent conduct of:

- (i) TCU;
- (ii) employees or agents of TCU;
- (iii) companies involved in networking arrangements; or
- (iv) merchants or agents or employees of merchants;

(b) before you have actually received your Visa Card and/or PIN (including a reissued Visa Card and/or PIN);

(c) subject to section 13, where the losses relate to any component of your Visa Card or PIN being forged, faulty, expired or cancelled;

(d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;

(e) after you have reported your Visa Card lost or stolen or reported the breach of the security of your PIN;

(f) if you did not contribute to any unauthorised use of your Visa Card; or

(g) if the unauthorised transaction was made using your Visa Card information without use of your actual Visa Card or PIN.

(2) For the purpose of section 14(1)(b), there is a presumption that you did not receive your Visa Card unless TCU can prove that you received your Visa Card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining a record of your activating your Visa Card.

(3) For the purpose of section 14(1)(f), TCU will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Visa Card. This assessment will include a review of whether you:

(a) voluntarily disclosed your PIN to anyone, including a family member or friend;

(b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;

(c) wrote or indicated your PIN on your Visa Card;

(d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Visa Card or likely to be lost or stolen at the same time as your Visa Card; (e) allowed anyone else to use your Visa Card; (f) unreasonably delayed notification of:

(i) your Visa Card or PIN record being lost or stolen;

(ii) unauthorised use of your Visa Card; or

- (ii) the fact that someone else knows your PIN; or
- (g) in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a card being left in the ATM.
- (4) Where a transaction can be made using your Visa Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa Card.
- (5) If TCU can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Card under section 14(3) your liability will be the lesser of:
  - (a) the actual loss when less than your account balance (including the unused portion of any credit limit provided by TCU under any pre-arranged credit facility);
  - (b) your account balance (including the unused portion of any credit limit provided by TCU under any pre-arranged credit facility);
  - (c) an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Visa Card or breach of PIN security, up to and including the day you make your report; or
  - (d) the amount for which you would be held liable if any card scheme rules, such as Visa's scheme rules, applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Card, please contact TCU).
- (6) In assessing your liability under section 14(5)(c):
  - (a) where your Visa Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (7) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your Visa Card, your liability will be the lesser of:
  - (a) \$150, or a lower figure determined by TCU;
  - (b) your account balance (including the unused portion of any credit limit provided by TCU under any pre-arranged credit facility);
  - (c) the actual loss at the time TCU is notified of the loss or theft of your Visa Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
  - (d) the amount for which you would be held liable if any card scheme rules, such as Visa's scheme rules, applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Card, please contact TCU).
- (8) In assessing your liability under this section 14:
  - (a) TCU will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
  - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss;
  - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa Card Number and the expiry date on the front of your Visa Card) is not relevant to your liability; and
  - (d) the portion of losses incurred that you and the Financial Institution had not agreed could be accessed using the Visa Card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- (9) Your liability for losses occurring as a result of unauthorised use will be determined under the Code. The guidelines set out at the beginning of these Conditions of Use, are the minimum suggested security measures you should take. If you disagree with TCU's resolution process, you should contact TCU and request that TCU review its decision in accordance with section 16.

## 15. MISTAKEN PAYMENTS

Occasionally, it is possible that someone might make a mistake when they do an internet transfer because the person entered or selected the wrong BSB number and/or the wrong account number or the person was told the wrong BSB and/or account number. As a result, money may be transferred into the account of an unintended recipient. We refer to this type of payment as a "mistaken payment" Mistaken payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. These sections 50 to 54 set out how TCU and banks and financial institutions who have subscribed to the ePayments Code will handle mistaken payments which you have either received or have made. It does not however apply to BPAY Payments. See section 25 for information about how we handle mistaken payments made through BPAY. For the purposes of these sections 50 to 54, the "Receiving ADI" is the bank or financial institution whose customer received a mistaken payment and the "Sending ADI" is the ADI whose customer has made a mistaken payment. In relation to your Account, TCU may be the Receiving ADI where money is deposited into your Account by mistake. TCU may be the Sending ADI where you transfer money by Internal Transfer or External Transfer to another person by mistake. Where a financial institution other than TCU is the Receiving ADI or Sending ADI, we cannot guarantee that it will follow the processes in the ePayments Code (the relevant provisions of which are summarised in these Conditions of Use). We are not liable for any loss you suffer. If another financial institution does not follow those processes. Where the Sending ADI is satisfied that the mistaken payment occurred and there are sufficient funds available in the account of the unintended recipient to the value of the mistaken payment, the process that will apply will depend upon when the mistaken payment is reported. Where the Receiving ADI is satisfied that the mistaken 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 or such longer period as is reasonably necessary, up to a maximum of 10 business days. The Receiving ADI must complete its investigation into the mistaken payment within 10 business days of receiving the request to investigate from the Sending ADI. If the Receiving ADI is satisfied that a mistaken payment has occurred, the Receiving

ADI must:

- a) prevent the unintended recipient from withdrawing the funds for 10 further business days; and
- b) 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. If the unintended recipient does not establish they are entitled to the funds within that time, the Receiving ADI will return the funds to the Sending ADI within 2 business days of the end of that period. If the Receiving ADI is satisfied a mistaken payment occurred, it must seek the consent of the unintended recipient to return the funds.

Where both the Sending ADI and Receiving ADI are satisfied that a mistaken payment has occurred but there are not sufficient funds available in the account of the unintended recipient, the Receiving ADI will use reasonable endeavours to recover the funds from the unintended recipient.

Where you have made or received a mistaken payment you should report it to us as soon possible by calling our Customer Service Centre on 1800 828 232. We will acknowledge receipt of your report and you should record or retain this acknowledgement.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken payment, you must provide us with any information we reasonably require to determine whether the payment was a mistaken payment.

Where you have notified us of a mistaken payment we will:

- a) investigate the mistaken payment; and
- b) advise you of the outcome of our investigation in writing and within 30 days of you notifying us of the mistaken payment.

## **16. VISA ZERO LIABILITY**

In addition to the limits placed on your liability pursuant to the Code and described in section 14 above, Visa's scheme rules provide that TCU shall limit your liability to nil in the following circumstances:

- you have not contributed to any loss caused by unauthorised use of your Visa Card as described in section 14(3); and
- you have provided all reasonably requested documentation to TCU, which may include provision of a statutory declaration and police report.

Where this Visa zero liability section applies, TCU will endeavour to refund the amount of the unauthorised transaction(s) within five (5) days, subject to:

- you having provided all reasonably requested information to TCU;
- you are not otherwise in default or have breached these Conditions of Use; or
- TCU has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - (i) the conduct of the Linked Account;
  - (ii) the nature and circumstances surrounding the unauthorised transaction(s); and
  - (iii) any delay in notifying TCU of the unauthorised transaction(s).

Any refund is conditional upon the final outcome of TCU's investigation of the matter and may be withdrawn by TCU where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, TCU will comply with the requirements of section 16 of these Conditions of Use.

## **17. RESOLVING ERRORS AND HOW WE HANDLE COMPLAINTS**

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify TCU or the Visa Card 24 Hour Emergency Hot Line as explained in section 4. As soon as possible, you must also provide TCU the following:

- your name and address, account number and Visa Card Number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- the names of other users authorised to operate the Linked Account; • details of whether your Visa Card is signed and PIN is secure; and • any other details required by TCU.

If TCU is unable to settle a complaint immediately to your satisfaction, then TCU will acknowledge the complaint and may, if relevant, request further details from you. If your complaint is closed within 5 Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken to address the complaint, then TCU will advise you of the outcome of your complaint by means other than in writing. If you wish, you may request that the Financial Institution provides you with a written response.

Within 30 days of receiving the complaint TCU will:

- advise you in writing of the results of its investigations; or
- advise you in writing of the reasons for any delay.

An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where TCU investigates the relevant transaction under the relevant scheme rules that apply (for example, Visa's scheme rules). If TCU finds that an error was made, it 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.

When TCU advises you of the outcome of its investigations, it will:



- give you reasons in writing for its decisions by reference to these Conditions of Use and the Code;
- advise you of any adjustments it has made to your Linked Account; and
- advise you in writing of other avenues of dispute resolution if you are not satisfied with TCU's decision, including the right to contact the External Dispute Resolution scheme:  
 Australian Financial Complaints Authority (AFCA)  
 GPO Box 3  
 Melbourne VIC 3001  
 Website: [www.afca.org.au](http://www.afca.org.au)  
 Telephone: 1800 931 678  
 Email: [info@afca.org.au](mailto:info@afca.org.au)

If TCU decides that you are liable for all or any part of a loss arising out of unauthorised use of your Visa Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If TCU fails to carry out these procedures or causes unreasonable delay, TCU may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation. TCU has the ability to investigate disputed transactions which occur on your Visa Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, TCU, a bank or another financial institution) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, TCU's ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary and can be as short as 75 days, so it is important that you notify TCU as soon as you become aware of a disputed transaction.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

## **18. MALFUNCTION**

Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, TCU will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning. Where an eftpos Device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa Card and sign a voucher. The voucher authorises TCU to debit your Linked Account with the amount of the transaction (which will reduce the balance in your Linked Account).

## **19. STATEMENTS AND RECEIPTS**

A transaction record slip will be available for each financial transaction carried out with your Visa Card at an Electronic Banking Terminal. You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your account statements.

TCU will send you an account statement at least every 6 months. You may request more frequent account statements from TCU.

You may request a copy of your account statement at any time. You should check with TCU whether fees and charges will apply in these circumstances.

## **20. FEES AND CHARGES**

TCU reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. TCU is authorised to debit your Linked Accounts with those fees (which will reduce the balance in your Linked Account).

If you consider that TCU has incorrectly charged you a fee or charge, you may dispute this by contacting TCU in accordance with section 16. Any incorrectly charged fee or charge will be reversed by TCU.

You will be advised by TCU of any applicable fees and charges at the time you apply for your Visa Card. These fees and charges may change from time to time and you will be notified of new fees by clause 21.

## **21. GOVERNMENT FEES AND CHARGES**

TCU reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa Card by government or by any regulatory authority. TCU is also authorised to debit your Linked Account with those fees, charges, duties and taxes (which will reduce the balance in your Linked Account).

## **22. CHANGES TO CONDITIONS OF USE**

TCU reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your Visa Card. If you wish to cancel your Visa Card as a result of any change or variation TCU makes to these Conditions of Use, you must contact TCU to cancel your Visa Card. In these circumstances, you will not be charged any additional

fees or charges associated with TCU cancelling your Visa Card. If you retain and use your Visa Card after notification of any changes TCU has made to these Conditions of Use, your use of your Visa Card shall be subject to those changes.

TCU may notify you of changes either through:

- a letter to your last known address;
- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches;
- press advertisements; or
- a notice on TCU's website.

In addition, in the last three cases, the Financial Institution will give you written advice of the changes at the time of your next account statement. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

## **24. OTHER GENERAL CONDITIONS**

These Conditions of Use govern your Visa Card's access to your Linked Account, at TCU. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to your Linked Account, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the Code or any relevant industry code of practice.

You may not assign your rights under these Conditions of Use to any other person. TCU may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than TCU. If TCU assigns or transfers the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as TCU. If TCU assigns these Conditions of Use, TCU will provide you with notice and you will be able to cancel your Visa Card as a result of this assignment without being charged any fees or charges associated with TCU cancelling your Visa Card.

## **25. INFORMATION COLLECTION AND DISCLOSURE**

TCU may collect your personal information:

- to identify you in accordance with the AML Legislation and Visa scheme rules;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, TCU may collect your personal information from a third party service provider. For example, TCU may collect, from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. TCU collects this information in order to manage the service it provides to you, consistent with this section 23.

If you do not provide some or all information requested, TCU may be unable to provide you with a product or service. TCU will not collect sensitive information about you, such as health information, without your consent. TCU may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law;
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Visa Card or third parties using your Visa Card or card information; or
- to credit reporting bodies or debt collection agencies. For more information on how TCU deals with credit reporting bodies and how it deals with your credit-related personal information, please refer to the Credit Reporting Policy on TCU's website.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your Visa Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the Privacy Act 1988 (Cth), TCU must comply with the Australian Privacy Principles and any relevant code registered under that law. You have the right to lodge a complaint if you believe TCU has breached the Australian Privacy Principles or a relevant code. For details on how you may complain about a breach and how TCU deals with complaints, please refer to TCU's Privacy Policy available on its website.

Please also refer to TCU's Privacy Policy for details on how you may access and seek correction of the personal information TCU holds about you.

If you would like a copy of TCU's Privacy Policy, please contact TCU or visit its website.

## 26. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

You agree that:

- where required, you will provide to TCU all information reasonably requested by TCU in order for TCU to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and the Visa scheme rules;
- TCU may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- TCU may block, delay, freeze or refuse any transactions where TCU in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any Visa scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by TCU in accordance with this section 24, you agree that TCU is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of TCU taking this action; and
- TCU will monitor all transactions that arise pursuant to your use of your Visa Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

## 25. DEFINITIONS

- Additional Cardholder means the person(s) who from time to time is/are issued with an additional Visa Card for use on the Linked Account.
- AML Legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.
- ATM means an automated teller machine.
- Business Day means a day that TCU is open for business, excluding Saturdays, Sundays and public holidays.
- eftpos means an electronic funds transfer at point of sale.
- eftpos Device means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your Visa Card).
- Electronic Banking Terminal means an ATM or eftpos Device.
- Financial Institution means the financial institution at which you hold your Linked Account and who issued you with your Visa Card.
- Floor Limit means an amount above which a payment using an eftpos Device requires approval by TCU in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.
- Linked Account means an account (or accounts) you have with TCU to which you may obtain access by use of the Visa Card.
- PIN means the secret personal identification number relating to a Visa Card.
- Verified by Visa Participating Merchant means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 5.
- Visa means Visa Worldwide PTE. Limited.
- Visa Card means a plastic debit card issued by TCU to enable electronic access to your Linked Account and includes all additional Visa Cards issued to any Additional Cardholder.
- Visa Card Number means the unique number assigned by TCU to each Visa Card and which is recorded on that Visa Card.
- Visa payWave refers to the contactless method by which a Visa Card may be used to complete a transaction by waving the Visa Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.
- You and your means the person that has a Linked Account with the Financial Institution and has been issued with a Visa Card.

## 26. INTERPRETATION

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.