

# Visa Credit Card

**Terms and Conditions**  
**January 2025**



For police, emergency  
and health workers

## IMPORTANT INFORMATION

This document forms part of your Credit Card Contract and should be read with the Credit Card Letter of Offer, which also forms part of your Credit Card Contract. Before you activate your Card Account you should read all these documents carefully and ensure any Additional Cardholder does likewise. Together these documents contain the information we are required by law to give you and you should keep them for future reference. You should also read the Information Statement, Credit Guide and the Privacy Notice included in this document.

Police Financial Services Limited ABN 087 651 661 AFSL 240293  
Australian Credit Licence 240293

GPO Box 2074, Melbourne, Vic 3001

**T** 13 63 73 **E** [info@bankvic.com.au](mailto:info@bankvic.com.au) **W** [bankvic.com.au](http://bankvic.com.au)

12.24 TB-0044

# Contents

<b>Important information</b>	<b>2</b>	<b>20. Using your Visa credit card</b>	<b>12</b>
<b>1. Definitions</b>	<b>4</b>	<b>21. Using your Visa credit card outside Australia</b>	<b>12</b>
<b>2. The credit contract</b>	<b>5</b>	<b>22. Transactions debited to your card account</b>	<b>13</b>
<b>3. Change of address</b>	<b>5</b>	<b>23. Renewal of your Visa credit card</b>	<b>13</b>
<b>4. Account activation</b>	<b>5</b>	<b>24. Cancelling your card or card account</b>	<b>13</b>
<b>5. Signing your Visa credit card and safeguarding your card account</b>	<b>5</b>	<b>25. Default</b>	<b>14</b>
<b>6. Additional cards</b>	<b>6</b>	<b>26. Unauthorised use of cards</b>	<b>14</b>
<b>7. Reporting the loss or theft of your Visa credit card</b>	<b>6</b>	<b>27. Visa zero liability</b>	<b>16</b>
<b>8. Balance transfer</b>	<b>7</b>	<b>28. Malfunction</b>	<b>16</b>
<b>9. Credit limit</b>	<b>7</b>	<b>29. Anti-Money Laundering and Counter-Terrorism Financing</b>	<b>16</b>
<b>10. Transaction limit</b>	<b>8</b>		
<b>11. Fees and charges</b>	<b>8</b>		
<b>12. Government fees and charges</b>	<b>8</b>		
<b>13. Credit card statements</b>	<b>8</b>		
<b>14. Raising a complaint or concern in regards to your Visa credit card</b>	<b>8</b>		
<b>15. Interest charges</b>	<b>9</b>		
<b>16. Payments</b>	<b>10</b>		
<b>17. Regular payment arrangements</b>	<b>11</b>		
<b>18. Application of codes</b>	<b>11</b>		
<b>19. Changes to conditions of use</b>	<b>11</b>		

# 1. Definitions

**Additional Cardholder** in respect of a BankVic Visa Credit Card, is a person who is not the Account Holder and is issued with a BankVic Visa Credit Card.

**Annual Percentage Rate** means a per annum rate of interest that applies to Transactions occurring on your Card Account, with such rates being specified in the Credit Card Offer Letter, which could include separate rates of interest for separate categories of Transactions (for example, balance transfers).

**AML Legislation** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated rules, regulatory guides and regulations.

**ATM** means an automated teller machine.

**Balance Transfer** means an amount applied to your Card Account balance in accordance with your application to us to transfer to your Card Account balance (or any part of the balance) of a credit card, store card or charge card that is held with another credit provider.

**Balance Transfer Offer** means an offer that is set out in the Credit Card Schedule.

**BPAY** means the BPAY bill payment service that allows you to pay bills electronically.

**BPAY Payment** means a payment we are instructed by you to make on your behalf to a biller through the BPAY Scheme.

**BPAY Scheme** means an electronic payments scheme through which you can ask us to make payments on your behalf to the biller. This service is only available while we are a member of the BPAY scheme.

**Business day** means any day we are normally open for business.

**Card Account** means the account you have with us to which you may obtain access by use of the Visa Credit Card or Visa Credit Card number.

**Cash Advance** means:

- a. Each amount of cash supplied by use of a Visa Credit Card or by any other operation of your Card Account (including cash drawn from use of an ATM or cash withdrawn by visiting a financial institution)
- b. Any transaction that you make where you use the Visa Credit Card to receive from a merchant a cash substitute (including the purchase of gambling chips or tokens, traveller's cheques or money orders or the loading of value onto a stored value card or facility such as gift cards and prepaid products)
- c. Any transaction that you make where you use the Visa Credit Card to pay bills through a third party where the merchant does not accept credit card payments;
- d. Any transaction that you make to pay bills over the counter at a financial institution or Australia Post outlet; or
- e. Any transaction that you make where you use the Visa credit card to transfer, or arrange the transfer of funds from your Card Account to another account
- f. Any transaction you make to top-up a prepaid card account such as a digital wallet, travel/foreign currency card, cryptocurrency or transferring funds onto another card in your name.

Merchants enter into an agreement with their relevant financial institution, which enables the merchants to accept payment for goods or services by credit card. We, as the issuer of the Visa Credit Card are only able to determine whether to treat a transaction that you make with a relevant merchant as either a purchase or Cash Advance based on the information provided by the relevant merchant's financial institution.

Accordingly, certain transactions that you undertake with a merchant may be treated as a Cash Advance, even if such a transaction does not fall within one of the categories specified above. This commonly occurs with newsagencies or other merchants that sell lottery tickets or gaming products. Refer to section 14 in respect of adjusting the Card Account balance for such errors.

**Closing Balance** means the amount shown on a Credit Card Statement as the closing balance for that relevant credit card, and is the amount that you owe to us on the last day of the relevant statement period.

**Credit Card Offer Letter** means the Credit Card Offer Letter that was originally given to you when your credit card application was approved and replaces any earlier Credit Card Offer Letter.

**Credit Card Statement** means the statement of account we provide to you in accordance with these Terms and Conditions.

**Credit Contract** means the agreement between BankVic and yourself for the provision of your Visa Credit Card and Card Account. Your Credit Contract consists of these Visa Credit Card Terms and Conditions and the Credit Card Offer Letter. Our General Terms and Conditions may also apply in respect of any associated facilities that you receive or request from us, such as internet and telephone banking facilities, direct entry facilities and BPAY facilities).

**Credit Limit** is the amount described as such in the Credit Card Offer Letter, which applies to your Card Account or a lesser amount that has been agreed to by both BankVic and yourself in the future.

**Credit Provider** is Police Financial Services Limited ABN 33 087 651 66 (Trading as BankVic)

**Daily Percentage Rate** means the rate determined by dividing the relevant Annual Percentage Rate by 365 or on a 366-day basis in leap years.

**Day** means a 24-hour period commencing at midnight, Australian eastern standard time or Australian eastern daylight time, as the case may be, in Melbourne.

**Eftpos** means electronic funds transfer at point of sale.

**Electronic Banking Terminal** means an ATM or eftpos device.

**Expiry Date** means the expiry date printed on the front of the Visa Credit Card.

**Floor Limit** is the maximum amount a payment using an eftpos device can be processed without requiring approval by us. Floor limits are set by merchants' financial institutions.

**General Terms** means our General Terms and Conditions available on our website which apply in respect of our transaction and savings accounts and our account access and payment services.

**Non-Cash Advances** means purchases, BPAY payments, government fees and charges, any interest that has accrued on the Card Account, our fees and charges and any enforcement expenses that are debited from your Card Account balance (which increases the balance owing).

**PIN** means a personal identification number.

**Primary Cardholder** means the person who opens the Card Account with us and is responsible for all transactions made on the Card Account, including transactions that are made by any additional cardholder.

**Purchase means** each amount charged by the supplier for the supply of any goods or services purchased using a Visa Credit Card or any other operation of your Card Account (other than a cash advance or balance transfer).

**Special Promotion** means a reduced rate of interest or interest-free days or other special terms that we may apply from time to time to certain categories of transactions. The details of any special promotion will be announced to you in writing.

**Transaction** means a purchase, cash advance or balance transfer.

**Unpaid Daily Balance** refers to the difference between the total debits (which increase the amount you owe) and the total credits (which reduce the amount you owe) on your Card Account at any given time. This calculation includes all transactions recorded on that day.

**Visa** means Visa Worldwide Pte. Limited.

**Visa Credit Card** refers to any Visa Credit Card issued to you under the Credit Contract, including those issued to any additional cardholders upon the primary cardholder's request, as well as cards stored in any digital wallet.

**Visa Credit Card** number means the unique number assigned to each Visa Credit Card and appears on that Visa Credit Card.

**Visa payWave** refers to the contactless method of using a Visa Credit Card to complete a transaction by waving the Visa Credit Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

**Visa Secure Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Visa Secure program described in section 20 below.

**We, our or us** means Police Financial Services Limited (trading as BankVic).

**You or your** means the Primary Cardholder.

### A reference to:

The singular includes the plural, and the plural includes the singular; and any dollar amount is an Australian dollar amount.

## 2. The credit contract

The Credit Contract is offered to you on the terms set in the Visa Credit Card Terms and Conditions and the Credit Card Offer Letter. You accept our offer to provide credit on the Terms and Conditions in the Credit Contract when the Card Account is first used. For example, when you first use your credit card, and have a balance from a different credit card account transferred to this card account, or activate your card,

these Visa Credit Card Terms and Conditions apply to you (as the primary cardholder) and any additional cardholder. If these Terms and Conditions are not clear to you, contact us BEFORE activating or using your Visa Credit Card or Card Account or seek independent advice from your accountant or lawyer.

If you do not agree with the terms of the Credit Contract, do not:

- a. activate your Visa Credit Card or use it, (or allow anyone else to use or activate your Visa Credit Card); or
- b. Use your Card Account; or
- c. permit an additional cardholder to use their Visa Credit Card.

Instead, destroy all Visa Credit Cards (cut in half for your protection and cut the chip on the card) and notify us on 13 63 73

## 3. Change of address

You must notify us if you change your residential, postal address, or phone number, either by contacting us on 13 63 73, via internet banking or the BankVic app.

If we cannot reach you after having made reasonable efforts to do so, we may stop operations on your Card Account until you give us your current contact details.

## 4. Account activation

Either the activation of your Visa Credit Card or the first transaction on your Card Account (whichever comes first) will be taken as your agreement to comply with the Credit Contract.

By using your Card Account (including by activating your Visa Credit card), you agree to the terms of the Card Contract.

## 5. Signing your Visa card and safeguarding your card account

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

- a. Sign your Visa Credit Card as soon as you receive it;
- b. Memorise your PIN and never store it with or near your Visa Credit Card;
- c. Never write your PIN on your Visa Credit Card;
- d. Never lend your Visa Credit Card to anyone;
- e. Never tell anyone your PIN or let anyone see it, including any family member or friend;
- f. Don't choose a PIN that is easily identified, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- g. Don't choose a PIN that is merely a group of repeated numbers;
- h. Try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device;
- i. Never leave your Visa Credit Card unattended, e.g. in your car or at work;

- j. Immediately report the loss, theft or unauthorised use of your Visa Credit Card to us during business hours on 13 63 73, or outside of business hours to the Visa Card 24hr Emergency Hotline on Free Call – 1800 621 199
- k. Keep a record of the Visa Card 24 hr Emergency Hotline number with your usual list of emergency telephone numbers;
- m. Examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use;
- n. On the date of expiry, destroy your Visa Credit Card by cutting it diagonally in half (including cutting through the chip on your Visa Credit Card).

Refer to section 26 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 26, rather than the security measures listed above, which are guidelines only.

## 6. Additional cards

Except to the extent this Credit Contract expressly states otherwise, you are liable for all use and misuse of any additional cards. An Additional Cardholder must protect their access method in the same way as this Credit Contract requires you to protect your access method. An Additional Cardholder's access to, and operation of your Card Account is governed by the relevant provisions of this contract. You should ensure that any Additional Cardholder has read, understood, and complies with this Credit Contract. If any Additional Cardholder does not comply with this contract, you will be in breach of this Credit Contract

You (being the primary cardholder) can ask us to give an additional Visa Credit Card and PIN to someone else you nominate to be an additional cardholder on your Card Account, provided that the person you nominate is over 15 years of age. We are not obliged to grant any additional Visa Credit Card and may impose other conditions in respect of the issuing or use of that Visa Credit Card. We are required to comply with all laws governing the issuing of credit cards (including identification and verification of any additional cardholders in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act) and you agree to provide all reasonable information and documentation requested by us to allow us to comply with those laws.

The number of additional cardholders on your Card Account at any one time is limited to a maximum of one (1).

When we issue an additional Visa Credit Card at your request:

- a. You agree that you are responsible to ensure that the additional cardholder complies with the terms of the Credit Contract, you should therefore ensure that the additional cardholder reads and understands the Credit Contract;
- b. You will be liable (in the first instance) for all transactions carried out by use of the additional Visa Credit Card. Fraudulent or unauthorised transactions can occur on Visa Credit Cards. Where you (or your additional cardholder) advise us that a transaction that has occurred on your Visa Credit Card or your additional cardholder's Visa Credit Card

is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 14;

- c. You authorise us to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional Visa Credit Card. You also authorise us to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Credit Card, except to the extent that any such instructions relate to an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of an additional Visa Credit Card following cancellation of that Visa Credit Card by you; and
- d. You can cancel the additional Visa Credit Card at any time by cutting it in half diagonally (including cutting through the chip on the Visa Credit Card) and informing us that you have destroyed the Visa Credit Card and disposed of the pieces securely. If you cannot destroy the additional Visa Credit Card you should contact us on 13 63 73 and request that we place a "stop" on your Card Account.

You will not be liable to us for the value of any transaction occurring on an additional Visa Credit Card after you have cancelled the additional Visa Credit Card, except in circumstances where the additional Visa Credit Card is used after it has been cancelled for:

- a. store purchases which are below the floor limit where no electronic approval is required; or
- b. transactions that are processed manually.

In these circumstances, it is not possible for us to physically stop the transaction from occurring. If the additional Visa Credit Card is used after you have cancelled it in these circumstances then you will be liable to us for the value of any transaction as well as any reasonable costs incurred by us in collecting the amounts owing.

## 7. Reporting the loss or theft of your Visa credit card

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

- a. during business hours by calling 13 63 73.
- b. outside business hours by calling the VISA Card 24hr Emergency Hotline on (free call) 1800 621 199.

If you contact the Visa Card 24hr Emergency Hotline:

- a. You will be given a reference number which you should retain as evidence of the date and time of your report; and
- b. You should advise us, 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 our liability. To avoid further losses, you are required to continue to try to provide notification of your lost or stolen Visa Credit Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours

to notify us or the Visa Card 24hr Emergency Hotline, we will continue to be liable for any loss occurring as a result of further unauthorised use of your Visa Credit Card. If you do not try to notify us using any of the agreed methods of notification as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Visa Credit Card in accordance with section 26.

If the loss, theft or misuse occurs **outside Australia** you must notify us as soon as possible on +61 3 9268 9373 during BankVic business hours

If your Visa Credit Card is reported as lost or stolen, we will provide you with a replacement Visa Credit Card. You must give us a reasonable time to issue a replacement Visa Credit Card. Refer to the Credit Card Offer letter for details of any fees that may apply.

## 8. Balance transfer

### 8.1 Transfer process

A balance transfer is when an amount owing on another Australian issued credit card is transferred to a BankVic Credit Card Account following the submission and approval of the account holders request to do so.

Balance Transfer (and if applicable) account closure requests will only be processed once you activate your Visa Credit Card or use your Card Account.

Payments to nominated credit/store card issuer(s) will usually be made within 14 business days of BankVic receiving a balance transfer request.

We will agree for you to transfer the balance of a credit or charge account from another provider if:

- a. the balance of your account after the transfer will not exceed your credit limit; and
- b. the amount transferred is not less than \$100 with a maximum transfer of 95% of the approved Credit Limit; and
- c. your account is not a delinquent (overdue) account.

### 8.2 Transfer discretion

We may refuse or limit a transfer at our discretion.

### 8.3 Transfer liability

We will not be liable for any overdue payment or interest incurred on the account when transferring the payment to the organisation nominated. You must pay interest charged by us on balance transfers at the applicable Annual Percentage Rate. Interest accrues from the date of funding your balance transfer request (unless there has been a special interest free offer) until you repay the transferred amount in full.

### 8.4 Closing accounts

By authorising us to transfer funds to pay an outstanding balance from another credit or store card account, you acknowledge that it is your responsibility to arrange the closure of those accounts.

### 8.5 Delays

Once your balance transfer has been sent to the nominated credit provider, BankVic will not be responsible for any delays in processing the payment.

### 8.6 Cancellation of your card

We may, at our discretion, require you to cancel your credit card or charge account with the transferring credit provider as a condition of transfer.

## 9. Credit limit

The Credit Limit is set out in the Credit Card Offer Letter. Subject to any transaction limits which we may impose in accordance with section 10, we will make funds available to you up to the Credit Limit. The Credit Limit applies to the Card Account and there is not an additional Credit Limit for any additional Visa Credit Card that is issued in relation to this Card Account.

You must not allow your Unpaid Daily Balance to exceed the Credit Limit unless we have consented to this in writing.

Transactions which are below the floor limit and where no electronic approval is required or transactions that are processed manually are not authorised by us before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit. In circumstances where our authorisation is required before a transaction proceeds, we will not authorise a transaction if it will result in your Credit Limit being exceeded.

If you conduct a transaction which results in your Unpaid Daily Balance exceeding your Credit Limit, we are not increasing your Credit Limit. If the Credit Limit is exceeded without our approval, you must immediately repay us any amount in excess of your Credit Limit. In these circumstances, we will notify you that your Unpaid Daily Balance has exceeded your Credit Limit.

You may request a permanent or temporary increase to your Credit Limit at any time. However, we are not obligated to approve such requests. If we determine that your financial circumstances do not warrant an increase, or if we believe the increase is unsuitable, we may deny your request.

We may only increase your Credit Limit at your request or with your written consent and if you meet certain criteria.

However, we may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, we will give you written notice prior to reducing your Credit Limit (refer to section 19) unless circumstances exist where we reasonably believe that your use of the Visa Credit Card or Card Account may cause loss to you or to us. This could include circumstances where you are in default pursuant to the terms and conditions set out in this Credit Contract, or where we suspect that your Visa Credit Card or Card Account has been compromised. You can request that we reduce your Credit Limit at any time by contacting us on 13 63 73, in writing to GPO Box 2074 MELBOURNE VIC 3001 or via [info@bankvic.com.au](mailto:info@bankvic.com.au)

## 10. Transaction limit

We may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Visa Credit Card on any day using an Electronic Banking Terminal.

Where we impose a temporary minimum or maximum limit, we will use reasonable endeavours to notify you that we have 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 we impose a new permanent minimum or maximum transaction limit, we will inform you of this change in accordance with the requirements set out in section 19 of these Visa Credit Card Terms and Conditions.

**Please note, 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 Credit Card. When you select Credit at an eftpos terminal, you cannot withdraw cash.**

## 11. Fees and charges

The fees and charges outlined in the Credit Card Offer Letter apply. You agree to pay to us all fees and charges that are set out in the Credit Card Offer Letter. We will debit these fees and charges from your Card Account in accordance with the Credit Card Offer Letter (which will increase the balance owing). All fees and charges that are set out in the Credit Card Offer Letter are inclusive of GST.

**If you consider we have incorrectly charged you a fee or if you believe we have incorrectly debited a fee or charge to your account, you may dispute this by contacting us in accordance with section 14. We will reverse any incorrect fee or charge (including any further charges or interest accruing on the Card Account due to the incorrect fee or charge).**

The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with section 19.

We reserve the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. We are authorised to debit your Card Account with those fees (which will increase the balance owing).

We will notify you in writing of any current applicable fees and charges at the time you apply for your Visa Credit Card.

## 12. Government fees and charges

We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa Credit Card by any government or regulatory authority. We are authorised to debit your Card Account with those fees, charges, duties and taxes (which will increase the balance owing).

## 13. Credit card statements

We will send you a Credit Card Statement every month where there is financial activity or a balance outstanding on the account, or as otherwise required by any applicable legislation. You should check your Credit Card Statement carefully. A printed transaction record slip will be available for each financial transaction carried out with your Visa Credit Card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on:

- a. a transaction voucher is correct before signing it; or
- b. an Electronic Banking Terminal is correct before entering your PIN.

You should collect, review, and keep all transaction receipts (including sales and cash advance vouchers) to verify against your Credit Card Statements. You may request a copy of any statement at any time, subject to applicable fees under this contract, or view your transactions through Internet Banking or the BankVic App.

## 14. Raising a complaint or concern in regards to your Visa credit card

If you believe a transaction is wrong or unauthorised, or your Credit Card statement contains any instances of unauthorised use or errors, you must immediately notify us or the Visa Card 24 Hr Emergency Hotline as explained in section 20 of these Visa Credit Card Terms and Conditions.

If you have a complaint or dispute relating to your Visa Credit Card or any fees or charges that have been debited from your Card Account, you should immediately contact us during business hours on 13 63 73.

If your complaint is resolved to your satisfaction within five business days of receiving the relevant details from you, we will advise you of the outcome of your complaint by telephone. If we are unable to contact you we will provide a written response. If required, you can also request a written response.

However, if we are unable to resolve your complaint within five business days, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving relevant details from you or receiving your complaint, we will:

- a. advise you in writing of the results of our investigations; or
- b. advise you in writing that we require further time (not exceeding a further 24 days) to complete our investigation.

An investigation will continue beyond 45 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 we investigate the relevant transaction under applicable card scheme rules (for example, Visa's scheme rules).

If we find that an error was made, we will make the appropriate adjustments to your Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

When we advise you of the outcome of our investigations, we will;

- a. give you reasons in writing for our decisions by reference to these Terms and Conditions and the Code;
- b. advise you of any adjustments we have made to your Card Account; and
- c. advise you in writing of other avenues of dispute resolution (including external regulators and agencies), if you are not satisfied with our decision.

If you are not satisfied with the outcome or process you may refer your banking complaint to the Australian Financial Complaints Authority (AFCA). AFCA is an independent organisation that resolves disputes between consumers and financial service providers.

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

Phone: 1800 931 678 (free call)

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

Post: GPO Box 3, Melbourne, Victoria, 3001

AFCA is not able to deal with your complaint unless you have attempted to resolve the issue with us first. You can find our complaints policy and process at [bankvic.com.au/complaints](http://bankvic.com.au/complaints)

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your Visa Credit Card, we will:

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

We cannot begin enforcement proceedings on the basis of a default arising from a disputed liability until 30 days have elapsed from the time when we give you our written explanation or advice about the disputed liability.

You may wish to dispute a transaction in circumstances where:

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

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

We have the ability to investigate disputed transactions which occur on your Visa Credit Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specified circumstances and timeframes in which a member of the scheme (for example, a credit union,

a bank or other 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".

The time frames vary between 75 days and 120 days, so it is important that you notify us as soon as you become aware of a disputed transaction.

For disputed transactions made outside the Visa scheme rule timeframes, BankVic is still obliged to investigate the claim and apply the liability provisions to which it is contractually bound under the ePayments Code.

## 15. Interest charges

Interest is calculated differently on outstanding cash advances and non-Cash advances.

### 15.1 Cash advances

For cash advances, interest is calculated on the value of the transaction from and including the individual transaction's posting date until paid in full. The Annual Percentage Rate that applies to cash advances is shown in the Credit Card Offer Letter. Please note that this rate is subject to change, and we will notify you accordingly.

### 15.2 Non-cash advances

Interest on non-cash advances accrues from the posting date of each transaction (or the end of any applicable interest-free period) until the balance is fully paid. The Annual Percentage Rate (APR) and the number of interest-free days applicable to non-cash advances are detailed in the Credit Card Offer Letter.

### 15.3 Balance transfers

After the expiry of any applicable interest-free or reduced interest period, the unpaid daily balance on any balance transfers that remain unpaid will be subject to the Annual Percentage Rate that applies for non-cash transactions.

### 15.4 Special promotions

The Annual Percentage Rate that applies for a special promotion will be set out in the Credit Card Offer letter or any written promotion that we offer. If you do not pay the amount of any transaction that applies to the special promotion by the relevant expiry date of that special promotion, then:

- a. where the relevant transaction is a non-cash advance, the relevant transaction will be treated as a non-cash advance and interest will be charged on that transaction in accordance with section 15.3; or
- b. where the relevant transaction is a cash advance, the relevant transaction will be treated as a cash advance and interest will be charged on that transaction in accordance with section 15.2.

### 15.5 Calculation

The interest charges on:

- a. Cash advances;
- b. Non-cash advances (not receiving the benefit of any

interest-free period); as stated in section 15.3;

- c. Any transactions where a balance transfer offer or special promotion applies,

are calculated daily, by applying the daily percentage rate separately to the unpaid daily balances of Cash advances, non-cash advances and any transactions where a balance transfer offer or special promotion applies.

The total amount of interest charges debited to the Card Account balance (which will increase the balance owing) is the sum of the interest charges on:

- a. Cash advances;
- b. Non-cash advances; and
- c. Any transactions where a balance transfer offer or special Promotion applies,

for the number of days in the statement period and may include adjustments relating to prior statement periods.

All interest charges for the relevant statement period will be debited from your Card Account balance (which will increase the balance owing) on the last day of the relevant statement period.

### 15.6 Interest free period for purchases

Your Visa Credit Card comes with an interest-free period on purchases so long as you meet certain conditions. We won't charge you any interest on purchases shown on your statement if:

- a. You pay in full the closing balance shown on that statement by the due date, and
- b. You paid the closing balance on your previous statement in full by its due date.

You will still be charged interest on your cash advances.

## 16. Payments

### 16.1 Minimum payment required

If the Closing Balance on your credit card Statement shows an amount owing, you must pay the minimum amount by the due date specified on the statement.

Your Credit Card Offer letter shows you how the minimum amount is calculated.

If you do not pay the minimum amount owing as shown on your Credit Card Statement by the due date, we may charge you a late payment fee (which will increase the balance owing). Refer to the Credit Card Offer Letter for the fee amount and when it will be debited from your Card Account balance.

You may pay more than the minimum amount owing and may pay all of the Closing Balance. However, if you do this, it does not affect your obligation to pay in full the minimum amount owing that may be due in any subsequent month.

### 16.2 How you can make payments

You may make payments via:

- a. A transfer from your savings or transaction account with BankVic;

- b. A transfer from another financial institution;

- c. At a BankVic branch;

Payments made to your Card Account may not be credited to your Card Account on the day you make the payment. The processing of payments can take 1-2 business days, or longer in some circumstances. You should allow sufficient time for the payment to be received and processed by us before the due date.

If an interest free period applies to a purchase, the minimum amount owing set out in a Credit Card Statement is calculated by including the amount of all unpaid purchases regardless of the interest free period.

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

For the purposes of calculating interest, any deposits or payments made by you will not be treated as having been made until the date of which the deposit or payment is actually credited to your Card Account in the ordinary course of business.

### 16.3 How we apply your payments

Unless we agree otherwise with you, we will apply any payment you make to pay off:

- a. Firstly, the amounts that appeared on your most recent statement issued prior to the payment; and
- b. Secondly, any amounts debited to your Card Account on or before the date of that payment that have not appeared on a statement.

In each case, we first apply payments to transactions to which the highest interest rate applies. We then apply payments to transactions to which the next highest interest rate applies, and so on until all relevant amounts have been paid.

Any balance transfer is treated the same as a retail purchase transaction.

### 16.4 Refunds

Any refund that is processed on the same date that the relevant transaction occurred will not affect the calculation of interest charges. However, if the refund is processed on a date other than the transaction date, the refund will be applied in the same order as set out in "How we apply your payments" above. Any refund that is processed by us will not be deemed to be a payment by you and in these circumstances you will still be required to pay the minimum amount owing by the due date as specified on the Credit Card Statement.

### 16.5 Hardship

If you are having trouble meeting your repayments, you can contact us to discuss options available to get you back on track. Depending on your situation, we may be able to offer temporarily reduced or paused repayments, a waiver or temporary pause on fees and charges or debt consolidation. We will respond to financial hardship assistance requests within 21 days. We'll carefully consider your individual circumstances and if we refuse your request, we'll explain why. If this happens, you can request that we re-assess your request, or you can lodge a complaint with us. If you are not satisfied with our

response to your complaint, you can contact the Australian Financial Complaints Authority (see section 14 for details).

## 17. Regular payment arrangements

You are encouraged to maintain a record of all regular payments you arrange with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular payments can either be a recurring payment or an instalment payment.

A regular payment arrangement represents an agreement between you and a merchant in which you pre-authorise the relevant merchant to bill your Visa Credit Card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, having your gym membership fee charged to your Card Account each month or being charged for a large purchase by the merchant in subsequent multiple periods.

To either change or cancel any regular payment arrangement, you should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until you notify the merchant, we are required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with your request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

If your Visa Credit Card is replaced, you must notify the merchant(s) of the updated card details for your existing regular payment arrangement(s). If you do not notify the merchant of a change in your Visa Credit Card details, your existing regular payment arrangement may either not be honoured by us or the merchant may stop providing the goods and/or services to you.

If you or we cancel your Visa Credit Card or Card Account, you should contact all merchants with whom you have a regular payment arrangement with to update your regular payment arrangement details.

## 18. Application of codes

Electronic payments using the Visa Credit Card and the Card Account are regulated by the ePayments Code ("**the Code**") as established or replaced from time to time by the Australian Securities and Investments Commission.

You can access the ePayments Code via the ASIC (Australian Securities & Investments Commission) website or by calling us on 13 63 73.

## 19. Changes to conditions of use

### 19.1 We may make changes

- a. We may change your Credit Contract at any time by providing you with notice in accordance with this section.

- b. If you wish to close your Card Account as a result of any change or variation, we make to your Credit Contract, you must contact us to close the account. In these circumstances, you will not be charged any fees or charges associated with us closing your Card Account, providing you are not in default of the Credit Contract, and you pay all monies owing in accordance with section 25.

### 19.2 Changes to annual percentage rate

We will notify you in writing of any increase to the Annual Percentage Rate no later than the day on which the change takes effect.

If we change how we calculate interest or change or remove any interest free period, we'll notify you at least 20 days before the change takes effect (unless the change reduces your interest rate).

If we reduce the Annual Percentage Rate that applies to the Card Account, we'll notify you in writing with your next credit card statement. This notice may occur before or after the change takes effect.

### 19.3 Changes to credit fees and charges

We will notify you in writing at least 20 days before any of the following take effect:

- a. An increase to a credit fee or charge,
- b. The introduction of a new credit fee or charge,
- c. A change in the frequency or the time for payment of a credit fee or charge.

Where the change reduces or removes a credit card fee or charge or extends the time for payment of a credit card fee or charge, we will provide you with notice with your next Credit Card Statement. This notice may occur before or after the change takes effect.

### 19.4 Changes to repayment

We will notify you in writing 20 days before any change in the amount, frequency, or time for payment, or a change in the method of calculating the minimum amount unless the change reduces the amount of repayment or extends the time for repayment.

Where the change reduces the amount of repayment or extends the time for repayment we will provide you with notice when we send your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

### 19.5 Cancellation and change to your credit limit

We may reduce your Credit Limit. We will notify you in writing prior to making this change unless circumstances exist where we reasonably believe that your use of the Visa Credit Card or Card Account may cause loss to you or us as the Financial institution.

### 19.6 Other changes

We may notify you of any other changes by giving you written notice no later than 20 days before the change takes effect unless the change reduces the amount of repayment or extends

the time for repayment.

These changes may include imposing, removing or adjusting transaction limits.

Where the change reduces the amount of repayment or extends the time for payment, we will advise you of the change either before it takes effect or with your next Credit Card Statement.

## 20. Using your Visa credit card

Your Visa Credit Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas.

Your Visa Credit Card may be used for these types of transactions:

- a. Cash withdrawals at most ATMs throughout Australia;
- b. Cash withdrawals at ATMs internationally displaying the Visa logo;
- c. Paying merchants and withdrawing cash from merchants who offer eftpos facilities in Australia; and
- d. Online transactions performed using a card number and expiry date.
- e. Set up regular or recurring payments using your card number with certain merchants.

### **You may only use your Visa Credit card to perform transactions on your linked Card Account.**

Your Visa Credit Card is payWave enabled and can be used to pay for transactions using Visa payWave at participating merchants.

You authorise the transaction by waving your Visa Credit Card over the merchant's Visa payWave enabled terminal. Before authorising a Visa payWave transaction, you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds the payWave transaction limit, you will be required to enter your PIN.

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

Your Visa Credit Card will be registered with Visa Secure. Visa Secure is a program designed to authenticate online transactions. This means that when you use your Visa Credit Card online to make a purchase at a Visa Secure 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 high risk, the transaction will be declined. If you're unable to validate your identity, your Visa Credit Card may be suspended. For assistance in these circumstances or to learn how to reactivate your suspended Visa Credit Card, please contact us on 13 63 73.

We do not warrant that ATMs will always have money available or that all financial institutions will provide ATM services to you. You may be able to obtain a Cash Advance by presenting your Visa Credit Card to a merchant or at a financial institution and requesting "a cash advance on your Visa Credit Card". Charges may apply.

In these circumstances, you may be required to provide suitable identification which identifies you as the holder of the Visa Credit Card. Alternatively, you can visit a BankVic branch for a Cash Advance.

You must not use your Visa Credit 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 Credit Card is used or where the goods or services are provided. Should your Visa Credit Card be used for unlawful purposes, we may restrict you from accessing any available funds from your Card 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. Where we have reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, we are obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre (AUSTRAC).

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

We are not responsible if you have a dispute regarding the goods or services purchased with your Visa Credit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 14 for a list of the circumstances when we can investigate disputed transactions) and attempt to obtain a refund for you.

You should never sign a blank credit card transaction voucher. Doing this is like giving a merchant a signed blank cheque.

Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.

By using your Visa Credit Card, you agree that information regarding any transactions may be processed outside of Australia.

In the first instance, we will debit your Card Account with the value of all transactions you carry out:

- a. using your Visa Credit Card at an Electronic Banking Terminal;
- b. using your Visa Credit Card number (for example, using your Visa Credit Card number to conduct a phone or internet transaction); or
- c. when your Visa Credit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

All Visa Credit Cards that are issued pursuant to this Credit Contract remain our property. You must return all Visa Credit Cards to us if we request you to do so.

### **YOU MUST NOT USE YOUR VISA CREDIT CARD AFTER THE EXPIRY DATE.**

## 21. Using your Visa card outside Australia

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 (AUD) by Visa.

The conversion rate is either:

- a. 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
- b. the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your Visa Credit Card in a currency other than AUD, or you make a transaction on your Visa Credit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia. Refer to your Credit Card Offer Letter for details

## 22. Transactions debited to your card account

We will deduct from your Card Account balance (which will increase the balance owing) the value of all transactions made using your Visa Credit Card. We will (in the first instance) consider a transaction as having been authorised by you when:

- a. you conduct a transaction;
- b. your Visa Credit Card or Visa Credit Card number is used to conduct a transaction; or
- c. your Visa Credit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

Fraudulent transactions can occur on your Visa Credit Card. Where you advise us that a transaction that has been debited from your Card Account balance is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 14 of these Visa Credit Card Terms and Conditions.

All Purchases, Cash Advances, Balance Transfers, interest charges and fees and charges will be debited from your Card Account balance in accordance with this Credit Contract (which will increase the balance owing). All amounts debited from your Card Account balance will form part of your Unpaid Daily Balance.

## 23. Renewal of your Visa credit card

We will send you and any Additional Cardholder a replacement Visa Credit Card before the expiry date of your current Visa Credit Card or additional Visa Credit Card (providing you are not otherwise in default under the Credit Contract – refer to section 25). In these circumstances you will not be charged any card replacement fee.

If you do not require a replacement Visa Credit Card, either for yourself or an Additional Cardholder, you must notify us before the card's expiry date. You must give us a reasonable time to arrange cancellation of the issue of a replacement Visa Credit Card.

We may issue a new Visa Credit Card to you or any Additional Cardholder at any time. All such cards are subject to these Visa Credit Card Terms and Conditions. Typically, we will do this in circumstances where the security of your Visa Credit Card or PIN may have been compromised or where we are required to issue new cards to all our cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged any card replacement fee.

## 24. Cancelling your card or card account

### 24.1 Discretion to cancel your card

We may close your Card Account and/or cancel your Visa Credit Cards at any time:

- a. For security reasons where the Visa Credit Card has been or is reasonably suspected by us to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or other third party as a result of your conduct;
- b. If you are in default pursuant to section 25.1 and you fail to remedy that default within 30 days after receiving notice from us in accordance with section 25; or
- c. If you are in default pursuant to section 25.3.

In this event, we will notify you that your Card Account has been closed or that your Visa Credit Card has been cancelled.

### 24.2 To cancel your card

You may cancel your Card Account at any time by giving us notice in writing or by calling 13 63. In these circumstances, we request you to cut the card in half for your protection, including cutting the chip. Please refer to section 6 for details on how to cancel an additional Visa Credit Card.

### 24.3 Card restrictions

We may restrict your access to any available funds on your Card Account and prevent you and your Additional Cardholder/s from using your Visa Credit Card where:

- a. you are in default in accordance with section 25.1, and
- b. we've notified you of the default and advised you that it will restrict your Card Account if you do not rectify the relevant default.

We will provide you with at least seven days' notice of our intention to suspend your Card Account.

### 24.4 Repayment terms

Subject to our ability to demand immediate repayment in accordance with sections 25.2 or 25.3, this Credit Contract

remains in force when:

- a. a Visa Credit Card is cancelled, or
- b. the Card Account is closed and the closing balance has been repaid in full and any amounts subsequently debited from your Card Account balance (which will increase the balance owing) are paid.

### 24.5 Repayment terms when in default

Subject to sections 25.2 or 25.3, where we have restricted your Card Account or you have cancelled your and your Additional Cardholder's Visa Credit Cards, you must continue to pay at least the minimum amount owing as shown on your Credit Card Statement each month until the Closing Balance is paid in full.

- a. In these circumstances, fees, charges and interest will continue to be debited from your Card Account balance (which will increase the balance owing) in accordance with the terms and conditions set out in this Credit Contract (comprising these Visa Credit Card Terms and Conditions and the Credit Card Offer Letter).

### 24.6 Use and liability after expiry date

You must not use your Visa Credit Card after it has expired, been cancelled or restricted, or your Card Account has been restricted or closed. In some circumstances, your Visa Credit Card may allow you to make store purchases below the floor limit and where no electronic approval is required or if a transaction is processed manually. If you use your Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been closed then you will be liable to us for the value of any transaction as well as any reasonable costs incurred by us in collecting the amounts owing, including interest calculations at the rate that applied when your Card Account was closed. Any such amounts are immediately due and owing upon demand by us.

## 25. Default

### 25.1 Default terms

You are in default under this Credit Contract if:

- a. You breach these Visa Credit Card Terms and Conditions, and that breach is of a serious nature (including failing to pay any amounts due on or before the due date;
- b. We reasonably believe you gave us false, misleading or deceptive information; or
- c. You commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors

### 25.2 Repayment under default

Where you are in default in accordance with section 25.1, before we require immediate repayment in full of all amounts you owe us in accordance with this Credit Contract and prior to our commencing any enforcement action, we will provide you with 30 days written notice to give you an opportunity to remedy the default. If you do not remedy the default in accordance with

the timeframes specified in the written notice, we may require immediate payment of all amounts owing by you under this Credit Contract and may commence enforcement action.

### 25.3 Enforcement proceedings

We are not required to give you notice before commencing enforcement proceedings in circumstances where:

- a. We have reasonable grounds to believe that you have entered into this Credit Contract with the intention of committing fraud
- b. We have made reasonable attempts to locate or contact you but have not been successful; or
- c. The Court authorises us to begin enforcement proceedings.

### 25.4 Contact details

If your contact details change, you must update us with the new details to ensure we can contact you.

### 25.5 Enforcement costs

You may have to pay reasonable enforcement expenses and costs under these Visa Credit Card Terms and Conditions, including any amount reasonably incurred by us in collection of that debt, in the event of a breach of the Credit Contract. All enforcement expenses and costs must be reasonably incurred by us. These enforcement expenses will become payable by you after we have given you 21 days' notice of these expenses. 21 days after you have received notice, we may debit your Card Account balance (which will increase the balance owing) for such amounts without being required to give you further notice. If you believe that we have calculated or charged these expenses incorrectly, you may dispute this by contacting us in accordance with section 14.

## 26. Unauthorised use of cards

### 26.1 Unauthorised card use protections

You must notify us immediately if a card is lost or stolen, if the PIN has been disclosed to someone else, or if there is any other misuse of the card. You are not liable for any loss arising from unauthorised use of your Visa Credit Card:

- a. Where the losses are caused by the fraudulent or negligent conduct of:
  - i. BankVic;
  - ii. Employees or agents of BankVic;
  - iii. Companies involved in networking arrangements; or
  - iv. Merchants or agents or employees of merchants;
- b. Before you have received your Visa Credit Card and PIN (including a reissued Visa Credit Card and/or PIN)
- c. Subject to section 24.6, where the losses relate to any component of your Visa Credit 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 Card Account;

- e. After you have reported it lost or stolen or reported the breach of security of your PIN;
- f. If you did not contribute to any unauthorised use of your Visa Credit Card; or
- g. If the unauthorised transaction was made using your Visa Credit Card information without use of your actual Visa Credit Card or PIN.

### 26.2 Receiving your card

For the purpose of section 26.1(b), there is a presumption that you did not receive your Visa Credit Card unless we can prove that you received your Visa Credit Card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of you activating your Visa Credit Card.

### 26.3 Contribution to loss

To assess whether you have contributed to the loss caused by the unauthorised use of your Visa Credit 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 Credit Card;
- d. Wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any item carried with your Visa Credit Card or likely to be lost or stolen at the same time as your Visa Credit Card;
- e. Allowed anyone else to use your Visa Credit Card;
- f. Unreasonably delayed notification of:
  - i. Your Visa Credit Card or PIN record being lost or stolen;
  - ii. Unauthorised use of your Visa Credit Card; or
  - iii. The fact that someone else knows your PIN; or
- g. In relation to a transaction carried out at an ATM, whether the ATM incorporated reasonable safety standards that mitigated the risk of your Visa Credit Card being left in the ATM.

### 26.4 Liability for unreasonable notification

Where a transaction can be made using your Visa Credit Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of the card.

### 26.5 Apportioning contributory losses

If we can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Credit Card under section 26.3, your liability will be the lesser of:

- a. The actual loss when less than your Card Account balance (including the unused portion of your Credit Limit);
- b. Your Card Account balance (including the unused portion of your Credit Limit);
- c. In relation to transactions carried out at Electronic Banking Terminals, 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 Credit 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 Card scheme rules, such as Visa's scheme rules, applied.

For information on what card scheme rules apply to transactions made using your Visa Credit Card, you can call us on 13 63 73.

### 26.6 Liability from electronic banking terminals

In assessing liability under section 26.5(c):

- a. Where your Visa Credit 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.

### 26.7 Contributory loss and PINs

Where a code (e.g. a PIN) was required to perform the unauthorised transaction and it is unclear whether you have contributed to any loss caused by unauthorised use of your Visa Credit Card, your liability will be the lesser of:

- a. \$150 and a lower figure determined by us;
- b. Your Card Account balance (including the unused portion of your credit limit);
- c. The actual loss at the time we are notified of the loss or theft of your Visa Credit 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.

### 26.8 Liability assessment

- a. We 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 Credit Card number and Expiry Date) is not relevant to your liability.
- d. The portion of losses incurred that you and BankVic had not agreed could be accessed using the Visa Credit Card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.

### 26.9 Liability and the ePayments code

Your liability for losses occurring due to unauthorised use will

be determined under the ePayments Code (the Code) which you can find on the ASIC website. The guidelines set out at the beginning of these Visa Credit Card Terms and Conditions to safeguard your Card Account are the minimum-security measures you should take. If you disagree with our process for determining liability for unauthorised card use, you should contact us on 13 63 73 to request that we review our decision in accordance with section 14.

## 27. Visa zero liability

### 27.1 Visa rules

In addition to the limits placed on your liability determined by the Code and described in section 26 above, with Visa's Zero Liability Policy, you won't be liable for losses when:

- a. The unauthorised transactions were not carried out at an ATM, including transactions before you notify us of:
  - i. The unauthorised transactions; or
  - ii. The lost or stolen Visa Credit Card;
- b. You have not contributed to any loss caused by unauthorised use of your Visa Credit Card as described in section 26.3 above; and
- c. You have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

### 27.2 Repayment of losses

Where this Visa Zero Liability section applies, we will endeavour to refund the amount of the unauthorised transactions within five (5) business days of being notified by you of the unauthorised transaction, subject to:

- a. You having provided all reasonably requested information to us;
- b. You are not otherwise in default or have breached these Visa Credit Card Terms and Conditions;
- c. Your Card Account is not in arrears, other than as a result of the unauthorised transactions; or
- d. We have not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - i. The conduct of the Card Account;
  - ii. The nature and circumstances surrounding the unauthorised transactions; and
  - iii. Any delay in notifying us of the unauthorised transactions.

### 27.3 Investigation outcome

Any refund is conditional upon the outcome of our investigation. In making any determination in respect of this section, we will comply with the requirements of section 14 of these Visa Credit Card Terms and Conditions.

## 28. Malfunction

Other than to correct the error in your Card Account and the refund of any charges or fees imposed on you as a result, we 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 Credit Card and sign a voucher. The voucher authorises us to debit your Card Account with the amount of the transaction (which will increase the balance owing to us).

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

You agree that:

- a. Where required, you will provide all information reasonably requested for us to comply with our obligations under Anti-Money Laundering and Counter-Terrorism Financing legislation (AML/CTF) or the Visa Rules;
- b. We may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- c. We may block, delay, freeze or refuse any transactions where we have reasonable grounds to believe the relevant transactions are fraudulent, in breach of the AML/CTF legislation, the Visa Rules or any other relevant law;
- d. Where transactions are blocked, delayed, frozen or refused by us in accordance with this section, you agree that we are not liable for any loss arising directly or indirectly from us taking this action; and
- e. We will monitor all transactions that arise pursuant to your use of the Visa Credit Card in accordance with our obligations under AML/CTF legislation and the Visa Rules.