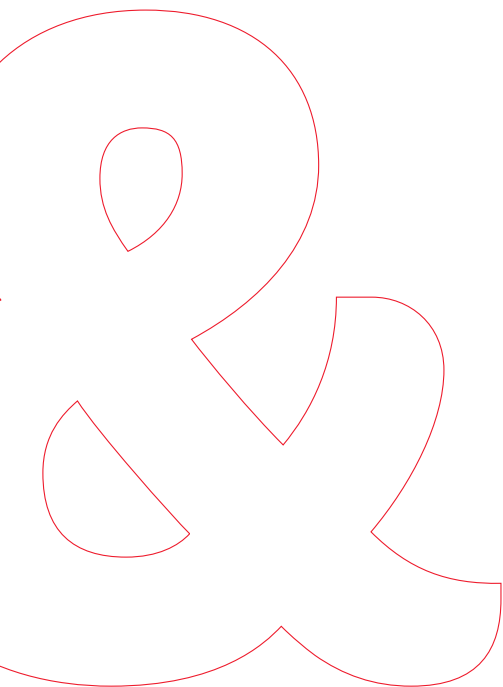


# VISA Debit Card

## Conditions of Use and Product Information Statement

Effective from 1 January 2012





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This document includes the VISA Debit Card Conditions of Use and Product Information Statement. This document is one of three documents comprising your contract. The other documents are the Savings Accounts Schedule of Access, Fees & Charges and the VISA Debit Card Terms & Conditions. Copies of these documents are available at Police & Nurses branches, at [pnscs.com.au](http://pnscs.com.au) or by calling 13 25 77.

The information provided in this document is not financial product advice and has been prepared without taking into account your specific personal circumstances. You should read the whole of this document and consider all the information in light of your own personal circumstances before deciding to obtain any of the products offered. Police & Nurses Credit Society representatives are employees, who may also receive cash and/or non-cash performance bonuses based on a number of performance indicators including the total number of new financial products issued each month.

## **Product Information Statement**

### **1. About the VISA Debit Card**

The VISA Debit Card is a non-cash payment facility which can be used to perform transactions on your debit card account. It may also allow you to access other accounts you hold with Police & Nurses.

### **2. Associations**

The VISA Debit Card is issued by us, Police & Nurses Credit Society Limited. At all times Police & Nurses is the entity responsible to you for providing you with the services in relation to the VISA Debit Card. Police & Nurses is a member of the Credit Union Services Corporation Australia Limited. CUSCAL is the principal member of VISA International under which we can provide you with the VISA Debit Card.

### **3. Security Risks**

Unless the proper precautions are taken, there are risks that your VISA Debit Card may be lost, stolen or used without your permission. There are also inherent risks associated with EFT and payWave transactions. You may be liable for unauthorised use of your VISA Debit Card. You should refer to the VISA Debit Card Conditions of Use included in this document for your liability of unauthorised use and ways you can minimise the risk of a security breach.

### **4. Periodic Transaction Limits**

The minimum cash withdrawal limit from any ATM is \$20. The maximum daily cash withdrawal limit for a card is \$1,000. Police & Nurses reserves the right to amend your withdrawal limits at its absolute discretion. You will be notified of any amendments to these limits. Other third party organisations may impose additional restrictions on the amount of funds which may be withdrawn, transferred or paid.

## 5. Regular Payments Arrangements

- 5.1 Cardholders are encouraged to maintain a record of any 'regular payment arrangement' they elect into with a Merchant.
- 5.2 To either change or cancel any 'regular payment arrangement' a cardholder should contact the Merchant at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the 'regular payment arrangement' the financial institution must accept the Merchant's transaction. If possible the cardholder should retain a copy of their change/cancellation request. Should the Merchant fail to act in accordance with these instructions you may have rights to a dispute.
- 5.3 Should your card number be changed ie. as a result of lost or stolen card, you must request the Merchant to change the details of your existing 'regular payment arrangement' to ensure arrangements continue. If you fail to undertake this activity your 'regular payment arrangement' either may not be honoured by the financial institution or the Merchant may stop providing the goods and/or services.
- 5.4 Should you elect to close your card account or your account is closed by the financial institution you should contact the Merchant to revise your 'regular payment arrangement' as the Merchant may stop providing the goods and/or services.

## 6. Replacement Cards

A replacement card will be automatically issued prior to the expiry date shown on your current card. If you have not used your VISA Debit Card within the last 6 months, Police & Nurses is under no obligation to provide you with a replacement card upon expiry of your current card.

## 7. Fees and Charges

You may be charged fees for the following. To determine the amount of any such fees you should refer to the Savings Accounts Schedule of Access, Fees & Charges.

### 7.1 Transaction Fees

- VISA cash withdrawal (including overseas ATMs)
- VISA chargeback

## **7.2 Card Issue Fees**

- replacement of lost or damaged card
- urgent VISA Debit Card
- emergency replacement of lost, stolen or damaged card overseas

## **7.3 Statements**

A record of the transactions you make using the VISA Debit Card will appear on the statement for the account. You may be charged a fee for the issue of statements or additional and replacement statements. These fees will be charged to the account.

## **7.4 Foreign Currency Conversion Fee**

All transactions made overseas on the VISA Debit Card will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which VISA processes the transaction).

All transactions made overseas on the VISA Debit Card are subject to a conversion fee equal to 3% of the value of the transaction and payable to CUSCAL. The amount of this conversion fee is subject to change from time to time and Police & Nurses will advise you in advance of any such change. Transactions may not be processed to account on the same day. To the extent permitted by law, you bear the risk of a change in exchange rates in the intervening period.

## **7.5 Merchant Surcharges**

Some overseas Merchants and EFT terminals charge a surcharge for making EFT Transactions. You should ask whether any surcharge applies, and the amount of any surcharge, before confirming the transaction. Once you have confirmed a transaction you will not be able to dispute the surcharge.

## **Conditions of Use**

These **Conditions of Use** apply to your use of the **VISA Debit Card** and **Verified by VISA services and transactions**.

These Conditions of Use govern the use of the VISA Debit Card to access your account. Police & Nurses will process the value of all transactions, and any fees and charges, to your account. Each such transaction will be governed by the Conditions of Use and by the Terms & Conditions for the account. You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from Police & Nurses.

## **Enquiries**

If you would like any further information about the VISA Debit Card please contact Police & Nurses. You should follow the guidelines in the box on page 9 to protect against unauthorised use of the VISA Debit Card and PIN. The guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 16 of the Conditions of Use and the Electronic Funds Transfer Code of Conduct.

## **Guidelines for Ensuring the Security of the VISA Debit Card and PIN**

- Sign the VISA Debit Card as soon as you receive it.
- Keep the VISA Debit Card in a safe place.
- If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name.
- Never write the PIN on the VISA Debit Card.
- Never write the PIN on anything that is kept with or near the VISA Debit Card.
- Never lend the VISA Debit Card to anybody.
- Never tell or show the PIN to another person.
- Use care to prevent anyone seeing the VISA Debit Card number and PIN being entered at electronic equipment.
- Immediately report the loss, theft or unauthorised use of the VISA Debit Card to Police & Nurses or to the VISA DEBIT CARD HOTLINE (1800 224 004).
- Keep a record of the VISA Debit Card number and the VISA DEBIT CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers.
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA Debit Card has been used without your authority.
- Immediately notify Police & Nurses of any change of address.

## 1. Introduction

**1.1** These Conditions of Use govern use of the VISA Debit Card to access your account with Police & Nurses. In the event of an inconsistency between the Conditions of Use and the VISA Debit Card Terms & Conditions, these Conditions of Use shall prevail.

### 1.2 Definitions

In these Conditions of Use:

**Account** means your debit card account relating to your VISA Debit Card.

**Account Holder** means the person or persons in whose name the account is held.

**Additional Cardholder** means a person other than the Account Holder who has been nominated by an Account Holder to operate the account by use of a VISA Debit Card.

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

**Credit Union** means Police & Nurses Credit Society Limited with which your account is held.

**CUSCAL** means Credit Union Services Corporation Australia Limited.

**Day** means a 24-hour period commencing at midnight, Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**EFT System** means the shared system under which EFT Transactions are processed.

**EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of Police & Nurses or any third party for use with a VISA Debit Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

**EFT Transaction** means an electronic funds transfer instructed by you or your Nominee through electronic equipment using a VISA Debit Card and/or PIN or card details but not requiring a manual signature. Electronic Equipment includes, but is not limited to, a computer, television, telephone and an EFT terminal.

**Merchant** means a retailer or any other provider of goods or services.

**Nominee** means any person nominated by you to whom Police & Nurses has issued an additional VISA Debit Card to access your account.

**Participating Online Merchant** means a retailer or Merchant who offers goods or services for sale online, who is a participant in Verified by VISA.

**payWave** means the functionality on specific VISA cards that enable you to make small value purchases at participating merchant outlets which may change from time to time.

**PIN** means the personal identification number issued to you or a Nominee by Police & Nurses for use with a VISA Debit Card when giving an instruction through electronic equipment.

**Verified by VISA** means the online transaction authentication service provided by us (or our nominated service provider).

**VISA Debit Card** means the VISA Debit Card issued to you or a Nominee by Police & Nurses.

**We, Us, Our or Police & Nurses** refers to Police & Nurses Credit Society Limited.

**You, Your or Yours** means an Account Holder (or an additional cardholder), as relevant.

- 1.3 Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 2. Codes of Conduct

- 2.1 Police & Nurses warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.
- 2.2 The relevant provisions of the Mutual Banking Code of Practice apply to the Conditions of Use.

## 3. Signing the VISA Debit Card

You agree to sign your VISA Debit Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA Debit Card. You must ensure that your Nominee signs the VISA Debit Card issued to them immediately upon receiving it and before using it.

## **4. Protecting the PIN**

- 4.1 Police & Nurses will provide a PIN to use the VISA Debit Card with certain electronic equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA Debit Card.
- 4.2 You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- 4.3 If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or a date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to Police & Nurses that the PIN has been misused or has become known to someone else.
- 4.4 You must not record the PIN on the VISA Debit Card or keep a record of the PIN on anything which is kept with or near the VISA Debit Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

## **5. Using the VISA Debit Card**

- 5.1 The VISA Debit Card may only be used to perform transactions on your account. Police & Nurses will advise you of the accounts which you may link to the VISA Debit Card.
- 5.2 Police & Nurses will debit your account with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA Debit Card (including all mail or telephone orders placed by quoting the VISA Debit Card number) and all other EFT Transactions, or credit your account with the value of all deposit transactions at EFT terminals.
- 5.3 Police & Nurses will advise you from time to time:
  - a. what EFT Transactions may be performed using the VISA Debit Card; and
  - b. what EFT terminals of other financial institutions may be used.

5.4 Transactions will not necessarily be processed to your linked account on the same day.

## **6. Using the VISA Debit Card Outside Australia**

6.1 Use of the VISA Debit Card outside Australia must comply with any exchange control requirements.

6.2 All transactions made overseas on the VISA Debit Card will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which VISA processes the transaction).

6.3 All transactions made overseas on the VISA Debit Card are subject to a currency conversion fee equal to 3% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which Police & Nurses can provide you with the VISA Debit Card. The amount of this currency conversion fee is subject to change from time to time and Police & Nurses will advise you in advance of any such change.

6.4 Some overseas Merchants and EFT terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

6.5 Before travelling overseas, you or your Nominee should consult Police & Nurses to obtain the VISA Debit Card Hotline number for your country of destination. You should use the VISA Debit Card Hotline if any of the circumstances described in clause 17 apply.

6.6 A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **7. Withdrawal and Transaction Limits**

- 7.1 You agree that the VISA Debit Card will not be used to overdraw your account.
- 7.2 If clause 7.1 is breached, Police & Nurses may charge you a fee (referred to as an over limit fee) as advised to you from time to time.
- 7.3 Police & Nurses may at any time limit the amount of an EFT Transaction. Police & Nurses will advise you of any such daily or periodic transaction limits.
- 7.4 You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **8. Authorisations**

You acknowledge and agree that:

- 8.1 Police & Nurses has the right to deny authorisation for any EFT Transaction for any reason; and
- 8.2 Police & Nurses will not be liable to you or any other person for any loss or damage, which you or such other person may suffer as a result of such refusal.

## **9. Deposits at EFT Terminals**

- 9.1 Any deposit you make at an EFT terminal will not be available for you to draw against until your deposit has been accepted by Police & Nurses.
- 9.2 Cheques will not be available to draw against until cleared.

## **10. Account Statements**

- 10.1 Police & Nurses will send you an account statement for the linked account at least every 6 months. You may request more frequent account statements.
- 10.2 You may request a copy of your account statement at any time.
- 10.3 Police & Nurses may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements as set out in the Savings Accounts Schedule of Access, Fees & Charges.

## **11. Transaction Slips and Receipts**

It is recommended that you check and retain all the transaction slips, receipts and payment or transfer reference number issued to you after conducting an EFT Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT Transactions against your statements.

## **12. Additional Cards**

- 12.1** You may authorise Police & Nurses, if it agrees, to issue an additional VISA Debit Card to your Nominee provided this person is over the age of 18 (unless Police & Nurses agrees to a younger age).
- 12.2** You will be liable for all transactions carried out by your Nominee on the VISA Debit Card.
- 12.3** Police & Nurses will give each Nominee a PIN.
- 12.4** Your Nominee's use of the one VISA Debit Card and PIN is governed by the Conditions of Use.
- 12.5** You must ensure that each Nominee protects their VISA Debit Card and PIN in the same way as the Conditions of Use require you to protect your VISA and PIN.

## **13. Renewal of the VISA Debit Card**

- 13.1** Unless you are in breach of the Conditions of Use or Police & Nurses deems otherwise for the security of the EFT system or individual accounts, Police & Nurses will automatically provide you and your Nominee with a replacement VISA Debit Card before the expiry date of the current VISA Debit Card or additional VISA Debit Card.
- 13.2** If you do not wish to receive a replacement VISA Debit Card, either for yourself or for your Nominee, you must notify Police & Nurses before the expiration date of the current VISA Debit Card. You must give Police & Nurses reasonable time beforehand to arrange cancellation of the issue of a replacement VISA Debit Card.

## **14. Cancellation and Return of the VISA Debit Card**

- 14.1** The VISA Debit Card always remains the property of Police & Nurses.
- 14.2** Police & Nurses can immediately cancel the VISA Debit Card and demand its return at any time for security reasons or if you breach the Conditions of Use or the Terms & Conditions of your linked accounts, including capture of the VISA Debit Card at any EFT terminal.
- 14.3** Police & Nurses may, at any time, cancel the VISA Debit Card for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.
- 14.4** You may cancel your VISA Debit Card or any VISA Debit Card issued to your Nominee at any time by giving Police & Nurses written notice.
- 14.5** If you or Police & Nurses cancel the VISA Debit Card issued to you, any VISA Debit Card issued to your Nominee/s will also be cancelled.
- 14.6** You will be liable for any transactions you or your Nominee make using the VISA Debit Card before the VISA Debit Card is cancelled but which are not posted to your linked account until after cancellation of the VISA Debit Card.
- 14.7** You must return your VISA Debit Card and any additional VISA Debit Card issued to your Nominee to Police & Nurses when:
  - a. Police & Nurses notifies you that it has cancelled the VISA Debit Card;
  - b. you close your account;
  - c. you cease to be a member of Police & Nurses;
  - d. you cancel your VISA Debit Card, any VISA Debit Card issued to your Nominee, or both; or
  - e. you alter the authorities governing the use of your account, unless Police & Nurses agrees otherwise.

## **15. Use After Cancellation or Expiry of the VISA Debit Card**

- 15.1** You must not use the VISA Debit Card or allow your Nominee to use the VISA Debit Card:
- a. before the valid date or after the expiration date shown on the face of the VISA Debit Card; or
  - b. after the VISA Debit Card has been cancelled.
- 15.2** You will continue to be liable to reimburse Police & Nurses for any indebtedness incurred through such use whether or not you have closed your account at Police & Nurses.

## **16. Your Liability in Case the VISA Debit Card is Lost or Stolen or in Case of Unauthorised Use**

- 16.1** You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph 16.2 below apply.
- 16.2** You are not liable for losses:
- a. where it is clear that you and your Nominee have not contributed to the loss;
  - b. that are caused by the fraudulent or negligent conduct of employees or agents of:
    - i. the Credit Union;
    - ii. any organisation involved in the provision of the EFT system; or
    - iii. any Merchant, relating to a forged, faulty, expired or cancelled VISA Debit Card or PIN.
  - c. that are caused by the same transaction being incorrectly debited more than once to the same account;
  - d. that would exceed the amount of your liability to Police & Nurses had Police & Nurses exercised its rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or

- e. resulting from unauthorised use of the VISA Debit Card or PIN:
  - i. in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the VISA Debit Card;
  - ii. in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
  - iii. in either case, after notification to Police & Nurses in accordance with clause 17 that the VISA Debit Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

- 16.3** You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the VISA Debit Card or PIN if the loss occurs before notification to Police & Nurses or the VISA Debit Card Hotline that the VISA Debit Card has been misused, lost or stolen or the PIN has become known to someone else and if Police & Nurses proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:
- a. fraud, failure to look after and keep the PIN secure in accordance with clauses 4.2, 4.3 or 4.4, or extreme carelessness in failing to protect the security of the PIN; or
  - b. unreasonably delaying in notifying Police & Nurses or the VISA Debit Card Hotline of the misuse, loss or theft of the VISA Debit Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to Police & Nurses or the VISA Debit Card Hotline.

- c. However, you will not be liable for:
  - i. the portion of the loss that exceed any applicable daily or periodic transaction limits on your account;
  - ii. the portion of the loss on any linked account which exceeds the available balance of that linked account (including any prearranged credit); or
  - iii. all losses incurred on any account which you had not agreed with Police & Nurses could be accessed using the VISA Debit Card and PIN.

- 16.4** Where a PIN was required to perform the unauthorised transaction and clause 16.3 does not apply, your liability for any loss of funds arising from an unauthorised transaction using the VISA Debit Card, if the loss occurs before notification to Police & Nurses or the VISA Debit Card Hotline that the VISA Debit Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- a. \$150;
  - b. the actual loss at the time of notification to Police & Nurses or the VISA Debit Card Hotline of the misuse, loss or theft of the VISA Debit Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your VISA Debit Card or your linked account); or
  - c. the balance of your debit account, and any other linked account, including any prearranged credit.

**16.5** If, in cases not involving EFT Transactions, the VISA Debit Card or PIN are used without authority, you are liable for that use before notification to Police & Nurses or the VISA Debit Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

**16.6** Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

## **17. How to Report Loss, Theft or Unauthorised Use of the VISA Debit Card or PIN**

- 17.1** If you or your Nominee believe the VISA Debit Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact Police & Nurses (if during business hours) or the VISA Debit Card Hotline at any time on its emergency number detailed in the box on page 21.
- 17.2** The VISA Debit Card Hotline or Police & Nurses will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting Police & Nurses or the VISA Debit Card Hotline.
- 17.3** When contacting the VISA Debit Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at one of the Police & Nurses branches.
- 17.4** The VISA Debit Card Hotline is available 24 hours a day, 7 days a week.
- 17.5** If the VISA Debit Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to Police & Nurses as soon as possible during business hours. Police & Nurses will be liable for any losses arising because the VISA Debit Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to Police & Nurses as soon as possible during business hours.
- 17.6** If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
- a. with Police & Nurses by telephone or priority paid mail as soon as possible; or

- b. by telephoning the VISA INTERNATIONAL CARD HOTLINE number for the country you are in, which you must obtain from Police & Nurses prior to your departure in accordance with clause 6.6 of these Conditions of Use.

**VISA DEBIT CARD HOTLINE**  
**Australia wide toll free**  
**1800 224 004**

## **18. Steps You Must Take to Resolve Errors or Disputed EFT Transactions**

- 18.1** If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify Police & Nurses. Later, but as soon as you can, you must give Police & Nurses the following information:
- a. your name, account number and VISA Debit Card number;
  - b. the error or the transaction you are unsure about;
  - c. a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - d. an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
  - e. the dollar amount of the suspected error.

If your complaint concerns the authorisation of a transaction, Police & Nurses may ask you or your Nominee to provide further information.

- 18.2** Police & Nurses will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfactions, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

- 18.3** Within 21 days of receipt from you of the details of your complaint, Police & Nurses will:
- a. complete its investigations and advise you in writing of the results of its investigations; or
  - b. advise you in writing that it requires further time to complete its investigation.

Police & Nurses will complete its investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

- 18.4** If Police & Nurses is unable to resolve your complaint within 45 days, it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised of this.

- 18.5** If your complaint has not been resolved within 120 days of receipt of the details of your complaint, Police & Nurses will resolve the complaint in your favour.

- 18.6** If Police & Nurses finds that an error was made, it will make the appropriate adjustments to your linked account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

- 18.7** When Police & Nurses advises you of the outcome of its investigation, it will notify you in writing of the reasons for its decision by reference to these Terms & Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your linked account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Financial Ombudsman Service or any other dispute resolution body that Police & Nurses may advise from time to time. The Financial Ombudsman Service's contact details are:

Name: Financial Ombudsman Service Ltd (FOS)

Mail: GPO Box 3 Melbourne VIC 3001

Phone: 1300 780 808

Fax: (03) 9613 6399

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

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

- 18.8** If Police & Nurses decides that you are liable for all or any part of a loss arising out of unauthorised use of the VISA Debit Card or PIN, it will:
- a. give you copies of any documents or other evidence it relied upon; and
  - b. advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- 18.9** If Police & Nurses fails to carry out these procedures or causes unreasonable delay in resolving your complaint, Police & Nurses may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

## **19. Transaction and Other Fees**

- 19.1** Police & Nurses will advise you whether it charges a fee, and the amount of such fee, for:
- a. any transactions;
  - b. issuing the VISA Debit Card or any additional or replacement VISA Debit Cards;
  - c. using the VISA Debit Card;
  - d. issuing the PIN or any additional or replacement PIN;
  - e. using the PIN;
  - f. issuing account statements; or
  - g. any other service provided in relation to the VISA Debit Card.
- 19.2** Police & Nurses will also advise you whether it will debit any of your linked accounts with government charges, duties or taxes arising out of any transaction.
- 19.3** The fees and charges payable in respect of the VISA Debit Card are set out in the Product Schedule, which forms part of the Product Disclosure Statement for the VISA Debit Card.

## 20. Verified by VISA Terms & Conditions of Use

### Important:

The Verified by VISA service is designed to provide you with improved security when your VISA Debit Card is used to make a purchase online. We encourage you to join the growing number of users who enjoy additional security by using the Verified by VISA service and by shopping at participating Verified by VISA online Merchants.

These Conditions of Use govern the Verified by VISA service and form the agreement between you and Police & Nurses regarding the use of the service, so please read them carefully.

To participate in the Verified by VISA programme, you may be asked to verify personal details held by Police & Nurses in order to complete the transaction. Should your VISA Debit Card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.

### 20.1 Accepting these Conditions of Use

- 20.1.1 By completing or attempting to complete a Verified by VISA Transaction, you are deemed to accept these Conditions of Use.
- 20.1.2 You agree to be bound by these Conditions of Use each time you use Verified by VISA.

### 20.2 Using the Verified by VISA Service

- 20.2.1 You may use Verified by VISA to make purchases online. However, the Verified by VISA service may only be available in connection with participating online Merchants.
- 20.2.2 When making an online purchase or other transaction for which Verified by VISA applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified VISA Debit Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

- 20.2.3 If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the Merchant may not accept your VISA Debit Card or payment for that transaction and you may be unable to complete an online transaction using your VISA Debit Card.
- 20.2.4 In order to use Verified by VISA, you must have the equipment and software necessary to make a connection to the Internet.
- 20.2.5 In the event you have a question regarding the authentication process or a transaction using your VISA Debit Card, you should contact Police & Nurses.

### **20.3 Additional Cardholders**

Additional cardholders may use the Verified by VISA service, but may be required to confirm their identity using the primary account holder's details.

### **20.4 Termination of Verified by VISA**

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by VISA service, or any part of the Verified by VISA service, without giving you prior notice. We may also change any aspect or functionality of the Verified by VISA service at any time without giving you prior notice.

### **20.5 Participating Online Merchant**

- 20.5.1 You will know that an online Merchant is a participating online Merchant because you will see the Verified by VISA logo and you may be asked to verify your identity before completing an online transaction with that Merchant.
- 20.5.2 We do not endorse or recommend in any way any participating online Merchant.

20.5.3 Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by VISA, including payment for and delivery of related goods or services not purchased via Verified by VISA, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

## **20.6 Exclusion of Liabilities**

20.6.1 Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by VISA service is provided by us 'as is' without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of Merchant ability, fitness for a particular purpose, title or non-infringement.

20.6.2 We will not be liable for any damages whatsoever arising out of or in relation to:

- a. your use of or access to (or inability to use or access) the Verified by VISA services; or
- b. any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.

20.6.3 If you are dissatisfied with any aspect of the Verified by VISA service, your sole and exclusive remedy is to terminate participation in the Verified by VISA transaction or service, as provided in these Conditions of Use.

## 20.7 Your Conduct

20.7.1 Whilst using the Verified by VISA service and Police & Nurses internet banking, you agree not to:

- a. impersonate any person or entity using the Verified by VISA authentication process;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Verified by VISA service or by us;
- c. spam or flood our internet banking service and the Verified by VISA service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by VISA service;
- e. remove any copyright, trademark, or other proprietary rights notices contained in the Verified by VISA service;
- f. 'frame' or 'mirror' any part of the Verified by VISA service without our prior written authorisation;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the Verified by VISA service;

- h. otherwise interfere with, or disrupt the Verified by VISA service or our internet banking services or servers or networks connected to us or the Verified by VISA service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by VISA service; or
- i. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by VISA service.

## **21. Exclusions of Warranties and Representations**

- 21.1** Police & Nurses does not warrant that Merchants displaying VISA signs or promotional materials will accept the VISA Debit Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- 21.2** Police & Nurses does not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA Debit Card. Police & Nurses does not warrant that EFT terminals displaying VISA signs or promotional material will accept the VISA Debit Card.
- 21.3** Police & Nurses is not responsible for any defects in the goods and services acquired by you through the use of the VISA Debit Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

## **22. Malfunction**

You will not be responsible for any loss you suffer because an EFT terminal accepted an instruction but failed to complete the transaction.

If an EFT terminal malfunctions and you or your Nominee should have been aware that the EFT terminal was unavailable for use or malfunctioning, Police & Nurses will only be responsible for correcting errors in your linked account and refunding to you any charges or fees imposed on you as a result.

## **23. Changes to Conditions of Use**

- 23.1** Police & Nurses may change the Conditions of Use from time to time.
- 23.2** Police & Nurses will notify you in writing at least 30 days before the effective date of change if it will:
- a. impose or increase any fees or charge for the VISA Debit Card;
  - b. increase your liability for losses; or
  - c. impose, remove or adjust daily or other periodic transaction limits applying to the use of the VISA Debit Card, PIN, your account or electronic equipment.
- 23.3** Police & Nurses will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- 23.4** Police & Nurses is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT system or individual accounts.
- 23.5** When the VISA Debit Card is used after notification of any such changes, you accept those changes and use of the VISA Debit Card shall be subject to those changes.

## **24. Privacy and Confidentiality**

Police & Nurses collects personal information about you or your Nominee for the purposes of providing its products and services to you.

Police & Nurses may disclose that personal information to others in order to execute your instructions, where it reasonably considers it necessary for the provision of the VISA Debit Card or the administration of your account, or if it is required by law.

You represent that, in supplying Police & Nurses with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.

You and your Nominee may have access to the personal information Police & Nurses holds about each of you at any time by asking Police & Nurses.

For more details of how Police & Nurses handles personal information, you should refer to Police & Nurses Credit Society Ltd's Privacy Policy.

## **25. Miscellaneous**

- 25.1** You agree that you will promptly notify Police & Nurses of any change of address for the mailing of any notifications which Police & Nurses is required to send to you.
- 25.2** Police & Nurses may post all statements and notices to you at your registered address as provided for in Police & Nurses records.
- 25.3** If the VISA Debit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Debit Card.



## IMPORTANT INFORMATION

The information contained in this brochure is for general purposes only. It has been prepared without considering any personal objectives, financial situation or needs. We recommend you read the relevant Product Disclosure/Information Statement and/or terms and conditions when considering a product's appropriateness to your circumstances. Copies of these documents are available at [pncs.com.au](http://pncs.com.au) or from any Police & Nurses branch. Police & Nurses Credit Society is a member of an ASIC approved dispute resolution system. For information regarding this please contact us on 13 25 77.

## Contact US

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