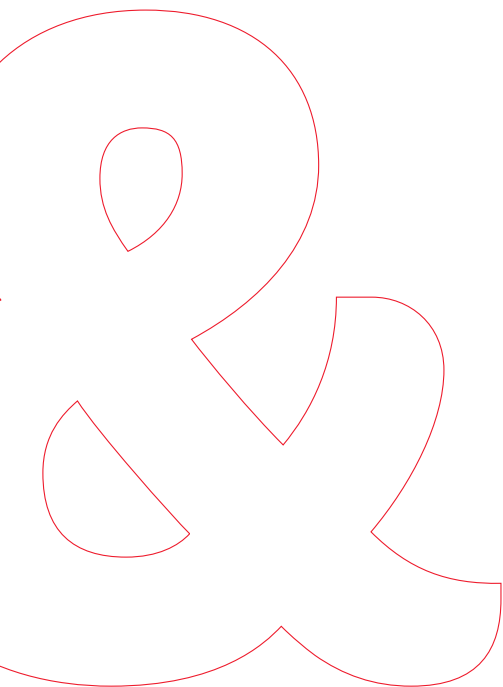


VISA Debit Card

Terms & Conditions

Effective from 1 January 2012



Contents

1. Definitions	5
2. The VISA Debit Card Contract	8
3. Card Activation Requirements	8
4. Additional Cardholders	8
5. No Credit Limit	9
6. Codes of Practice	9
7. Using the VISA Debit Card Account	10
8. Authorisation by Us	11
9. Direct Debit and Other Standing Authorities	12
10. VISA Debit Card Acceptance	12
11. No Interest	12
12. Fees and Charges	12
13. Using the Card Outside Australia	13
14. Statements	13
15. Payments	14
16. Application of Payments	14
17. Default	14
18. Closure of the Account or Cancellation of a Card by Us	15
19. Closure of the Account or Cancellation of a Card by You	16
20. When a Card is Cancelled or the Account is Closed	16
21. Change of Address	17
22. Changes to the Contract	17
23. No Waiver	17
24. Assignment	17
25. Evidence	17
26. Privacy	18
27. Dispute Resolution	18

IMPORTANT INFORMATION

20

The VISA Debit Card is offered to you on the terms set out in these VISA Debit Card Terms & Conditions, the VISA Debit Card Conditions of Use and Product Information Statement and the Savings Accounts Schedule of Access, Fees & Charges. Together these terms make up your contract and govern the use of the card and all transactions on the account.

If there is any inconsistency between these VISA Debit Card Terms & Conditions, the VISA Debit Card Conditions of Use and Product Information Statement and the Savings Accounts Schedule of Access, Fees & Charges, then to the extent of the inconsistency, the document which is higher on the following list shall prevail:

- (a)** the VISA Debit Card Conditions of Use and Product Information Statement;
- (b)** the VISA Debit Card Terms & Conditions; and
- (c)** the Savings Accounts Schedule of Access, Fees & Charges.

Please read the Savings Accounts Schedule of Access, Fees & Charges, the VISA Debit Card Conditions of Use and Product Information Statement and these VISA Debit Card Terms & Conditions carefully.

If you have any questions concerning these documents, please contact us.

1. Definitions

In the VISA Debit Card Terms & Conditions:

Account means the Account we set up to record transactions under the contract.

Additional Cardholder means a person you nominate and to whom we issue an additional card.

AML Identification & Verification (AML/CTF) means the procedure undertaken by us to satisfy the identification and verification requirements under the Anti-Money Laundering & Counter Terrorism Financing Act 2006.

ATM (or Automatic Teller Machine) is an EFT terminal, which we advise can be used to obtain a cash advance with the use of the card and PIN.

Available Amount means the amount obtained by subtracting from the balance of the Account at that time:

- any uncleared funds that have been applied to the Account (if any); and
- the amount of all authorised transactions not yet debited to the Account (if any).

Bank@Post™ means a system whereby an Australia Post branch acts as Police & Nurses' agent to perform banking transactions for Police & Nurses members.

Business Day means a day that is not Saturday or Sunday, or a public holiday, special day or bank holiday in the place in which any relevant act is to be done.

Card means a VISA Debit Card we issue to you or to any additional cardholder for use on this account.

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

Cardholder means you or any additional cardholder.

Cash Withdrawal means a transaction on the Account which results in you receiving actual cash (whether at a branch or via an EFT terminal or by other means) and includes:

- a purchase of "quasi-cash" items such as gambling chips or travellers cheques;
- the payment of a bill at a bank or agent of the biller which is nominated by the biller; and
- a funds transfer to another account held by you or a third party with us.

Charge means an amount debited to the Account, including a cash withdrawal, purchase, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

Chargeback means a transaction that is returned to a Merchant for resolution after it is disputed by a Cardholder.

Contract means the VISA Debit Card Terms & Conditions and the VISA Debit Card Conditions of Use.

Cut Off Time means the time advised to you by us, prior to you confirming the payment instructions, by which your payment instructions must be received by us in order for those instructions to be processed that business day by BPAY or by us for any other payment or transfer instructions.

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

Delinquent Account means an Account which is in default under the contract.

EFT Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the card and PIN to conduct an EFT transaction and includes, but is not limited to, an ATM and EFTPOS.

EFT Transaction means a funds transfer initiated by giving an instruction to us through electronic equipment and using the card, PIN and/or card details, but not requiring a manual signature.

EFTPOS (or Electronic Funds Transfer Point of Sale terminal) is an EFT terminal which we advise can be used to make purchases with the use of the card (and without the PIN).

Electronic Equipment includes, but is not limited to, an EFT terminal, computer, television and telephone.

Inactive Account means a credit card account that has not been operated on either by deposit or withdrawal for a period of 12 months.

Merchant means a business which accepts the card as payment for goods and services.

Password means a word, code or set of characters used to identify a Cardholder and allow access to your Account.

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

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

Purchase means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the Account and includes an order made for goods or services which are not taken.

Recurring Direct Debit means an instruction from a Cardholder to a Merchant to debit your Account on more than one occasion and on a periodic basis.

Statement Cycle means the period which begins on the 15th day of the month and runs until the 14th day of the following month.

Statement Period means the period to which a statement applies, usually 30 days. The actual number of days in a Statement Period varies, depending on the length of months. The Statement Period is dated from the 15th day of each month until the 14th day of the following month.

Terms & Conditions means these Terms & Conditions any other document we give you which forms part of the Terms & Conditions of your Account.

Transaction means any action by a Cardholder using your Account.

Unauthorised means without the knowledge or consent of a cardholder.

Unauthorised means without the knowledge or consent of a cardholder.

VISA Debit Card Conditions of Use means the separate document governing the terms on which you may use a card to access the account, a copy of which we supply to you at the time we offer to enter into the contract with you.

We, Us, Our or **Police & Nurses** means Police & Nurses Credit Society Ltd.

You or **Your** means the account holder. If there is more than one account holder, it means each of them jointly and severally.

2. The VISA Debit Card Contract

When the account is first used, you will be accepting our offer and be bound by the contract. If there is an additional cardholder, you will be accepting our offer and be bound by the contract when the account is first used by either you or the additional cardholder.

3. Card Activation Requirements

- 3.1** All cards issued remain our property and must be returned or destroyed if we ask you to do so.
- 3.2** A card can be used only if it has been activated in accordance with our requirements from time to time and is signed by the cardholder. A card is valid only for the period printed on it. It cannot be used before its commencement date or after its expiry date.
- 3.3** The account is a single account for all cards which may be issued under the contract.
- 3.4** Subject to these conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these conditions.
- 3.5** In all cases where you notify us of an unauthorised EFT transaction on an account, we will not hold you liable for losses that would exceed the amount of your liability had we exercised our rights (if any) under the operating rules applicable to the VISA Debit Card scheme against other parties to that scheme.

4. Additional Cardholders

- 4.1** You will be bound by the actions of all additional cardholder/s including all amounts incurred by the additional cardholder/s.
- 4.2** You acknowledge and agree that any additional cardholders can make purchases and deposits.
- 4.3** You acknowledge and agree that any additional cardholder cannot:
 - a. ask us to change the withdrawal limit;
 - b. nominate another person to receive a card; or
 - c. access financial information about the account including information relating to transactions and the account balance.

- 4.4 You will be liable for any transactions you or the additional cardholder makes using the VISA Debit Card before the VISA Debit Card is cancelled but which are not posted to your account until after cancellation of the VISA Debit Card.
- 4.5 You must return your VISA Debit Card and any additional VISA Debit Card/s issued to additional cardholder/s to Police & Nurses when:
- a. Police & Nurses notifies you that it has cancelled the VISA Debit Card;
 - b. you close the account; or
 - c. you cancel your VISA Debit Card, any VISA Debit Card issued to an additional cardholder/s, or both.

5. No Credit Limit

- 5.1 Your VISA Debit Card is a debit card only and we do not agree to provide any credit in respect of your account.
- 5.2 The maximum amount you may obtain on the account for purchases or withdrawals must not exceed the funds available in your account. Any amount in excess of the available limit must be paid to us immediately and you may incur a fee for overdrawing the account.
- 5.3 Selecting the 'credit' button in an EFT or EFTPOS terminal when you use the VISA Debit Card to make purchases or withdrawals will give you access to the funds available in your account and does not provide you with any credit in respect of the account.

6. Codes of Practice

- 6.1 We are required to comply with the requirements of the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice, where those requirements apply to your dealings with us.
- 6.2 You may obtain general descriptive information about our products and services from us on request.

7. Using the VISA Debit Card Account

- 7.1** The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.
- 7.2** Your daily withdrawal limit via ATMs is \$1000 AUD per Easypay VISA debit card. This means you can use your Easypay VISA debit card to withdraw \$1000 per day from the account/s it is linked to as long as your account/s have sufficient funds.
- 7.3** Withdrawals from your Easypay VISA debit card account at EFTPOS terminals will not count towards your daily \$1000 withdrawal limit if you select the credit button. All withdrawals are limited only to the amount of funds available in your account.
- 7.4** Some merchants and Financial Institutions may impose a lower maximum and/or a minimum amount on EFT transactions.
- 7.5** Withdrawals from ATMs will be available only upon entry of the correct PIN in conjunction with the use of the card.
- 7.6** You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:
 - a. using a card, alone or together with your PIN, at any EFT terminal;
 - b. presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
 - c. providing the card details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us.
- 7.7** A transaction can be authorised for a particular amount or for particular goods or services.
- 7.8** When a transaction is authorised by a cardholder:
 - a. the cardholder is confirming the validity of the amount of the transaction; and
 - b. you agree to pay (in Australian dollars) the amount of that transaction.

7.9 A merchant or other person involved in a transaction may obtain an authorisation for the service/goods before the transaction is made. This is done to ensure there are sufficient funds available in the account for the transaction. An example of this is when you pre-order a service like a hotel booking and the hotel needs to check there will be enough funds in the account. Once this authorisation is complete, the authorisation will reduce the amount of available funds in your account. If the transaction isn't completed following the authorisation, the funds may not be returned to the account for up to six business days.

7.10 If you have been issued with a VISA debit payWave card which is identifiable by the payWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your VISA card against the contactless reader.

Payments using the payWave functionality can only be made at a participating Merchant outlet and if your purchase under AU\$100.00. If your purchase is equal to or over AU\$100.00, you'll still need to sign or enter a PIN.

The VISA and Police & Nurses security systems continue to protect you from unauthorised transactions. The same conditions apply to your VISA Debit payWave transactions as your other VISA card transactions.

We cannot guarantee the functionality of VISA payWave as it is provided by third parties and we accept no liability for any interpretation or malfunction of payWave for any reason.

8. Authorisation by Us

8.1 We may choose at any time not to authorise a transaction. We shall not be liable to you or anyone else for any loss or damage resulting from our refusal to do so and you indemnify us in respect of any such loss, except as otherwise provided by these conditions.

8.2 Once we authorise a transaction we will reduce the available withdrawal amount. If the transaction is not completed, the available withdrawal amount may not be reinstated for up to three business days after the authorisation is obtained.

9. Direct Debit and Other Standing Authorities

- 9.1** You can, at any time, authorise another person or company (a “third party”) with a periodic authority to debit the account.
- 9.2** To cancel such an authority, you should notify the merchant third party according to any arrangements between you and that merchant third party. You may also notify us in writing.
- 9.3** In some circumstances, if the account number changes, the account is closed, a card is lost, stolen or cancelled, and you fail to provide alternative payment details to the third party, we may stop processing the debit transaction under a recurring authority, giving notice to the third party, and this may cause the merchant third party to stop providing you the goods and services.

10. VISA Debit Card Acceptance

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

11. Interest

- 11.1** Interest on Savings Accounts may vary from time to time. Details of current interest rates are available from any Police & Nurses branch or by visiting pncs.com.au.
- 11.2** Please refer to the Schedule of Access, Fees & Charges for Savings Accounts for the methods of calculation and payment of interest on Savings Accounts.

12. Fees and Charges

- 12.1** You must pay us the fees and charges in the amounts and at the times set out in the Savings Accounts Schedule of Access, Fees & Charges, as required by these conditions or as notified under clause 22. We may debit them to the account and they will appear in your statement of account.

- 12.2 You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of the card or any transaction in relation to the account. You must pay such amounts whether or not you are primarily liable for the tax, duty or charge under the relevant law.
- 12.3 You must pay the “Monthly Fee” referred to in the Savings Accounts Schedule of Access, Fees & Charges (as varied from time to time). The Monthly Fee will be debited to the account at the end of each statement cycle until the account is closed and is paid in full (except where the Savings Accounts Schedule of Access Fees & Charges otherwise provides). No refund of the fee, or any part of it, is payable when the account is closed.
- 12.4 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 6 of the VISA Debit Card Conditions of Use.
- 12.5 All fees and charges debited to the account will be payable by you in accordance with clause 15.

13. Using the Card Outside Australia

- 13.1 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.

14. Statements

- 14.1 We will send you a statement of account each month where there is any financial activity or a balance outstanding on the account. In all cases we will send you a statement of account at least every 6 months and you may request more frequent statements.
- 14.2 You should check each statement of account and tell us of any entry in the statement which you dispute.
- 14.3 You may request a copy of any statement of account at any time subject to any fee referred to in the Savings Accounts Schedule of Access, Fees & Charges.

15. Payments

- 15.1** A payment to the account can be made only in Australia and in Australian dollars. You may make payments by any methods we advise you from time to time, and these will be set out on your statements.
- 15.2** For the purpose of this clause 15, a reversal or refund of charges to the account is not a payment to the account.
- 15.3** A deposit will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us. (The proceeds of any payment made by cheque or other instrument or through the Bank@Post™ system or any other system will not be available to increase the available withdrawal amount until honoured).
- 15.4** If a cheque is not honoured in full when first presented or if a payment through the Bank@Post™ system or any other system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee referred to in the Savings Accounts Schedule of Access, Fees & Charges.

16. Application of Payments

- 16.1** We will apply payments to the account in the following order:
- a. interest charges;
 - b. government duties or charges;
 - c. fees and charges;
 - d. cash withdrawals; and
 - e. purchases.

17. Default

- 17.1** You will be in default under the contract if you:
- a. fail to pay us any amount when it is due;
 - b. overdraw the account;
 - c. fail to comply with any of your other obligations under the contract; or
 - d. give us incorrect or misleading information in connection with the contract.

- 17.2** If you default we may:
- a. cancel all cards;
 - b. require you to pay us on demand any overdrawn balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
 - c. exercise any other rights that the law gives us; and
 - d. require you to pay us on demand all enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.
- 17.3** If an obligation to pay us an amount under the contract becomes merged in a court order or judgment, you must pay us interest on that amount daily until paid at the current overdraft rate of interest at that time.

18. Closure of the Account or Cancellation of a Card by Us

- 18.1** We reserve the right to close the account at any time, subject to us complying with any notice period required under clause 18.3.
- 18.2** We may close the account without prior notice if:
- a. we believe that use of a card or the account may cause loss to you or to us;
 - b. the account is inactive; or
 - c. the account has been overdrawn. (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the account has been overdrawn).
- 18.3** Other than set out in clause 18.2, we will give you not less than three months written notice of us closing the account.
- 18.4** If the account is closed, all cards issued in relation to the account will be cancelled.
- 18.5** We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us.

19. Closure of the Account or Cancellation of a Card by You

- 19.1** You may close the account at any time by making a written request to us. If the account is closed, all debit cards issued in relation to the account will be cancelled.
- 19.2** You may request us in writing, to cancel the card of an additional cardholder.
- 19.3** Written requests should be mailed to the postal address of Police & Nurses as set out in your statement of account.

20. When a Card is Cancelled or the Account is Closed

- 20.1** When we cancel a card, including when you request it:
 - a. we will confirm the cancellation via your signed request form or in a letter to you;
 - b. the card must not be used; and
 - c. the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed.
- 20.2** If the account is closed, including when you request it:
 - a. all cards must not be used;
 - b. all cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
 - c. you must pay us any additional amount required to cover any amounts which are not yet debited to the account;
 - d. your obligations under the contract will continue until you pay us the total of any amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
 - e. you should cancel all periodic debit authorities which apply to the account.
- 20.3** If the account has a credit balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of your accounts with us.

21. Change of Address

You must tell us promptly if you change your address.

22. Changes to the Contract

- 22.1** We may change the contract at any time without your consent including:
- a. changing the method of calculating the account balance;
 - b. changing the amount or frequency of payment of any fee or charge;
 - c. imposing a new fee or charge; and
 - d. changing the maximum daily ATM cash withdrawal limit.
- 22.2** We will give you notice of any change in accordance with any requirement of the Mutual Banking Code of Practice or any other code or law which may apply.
- 22.3** We will supply information on current fees and charges on request.

23. No Waiver

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

24. Assignment

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

25. Evidence

- 25.1** You agree that a sales voucher or other record of a transaction provided by a merchant or ATM is evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, unless you establish otherwise.
- 25.2** You also agree that a statement given by us stating the amount of the outstanding balance of the account, or any other amount recorded on the account, is admissible evidence that the amount is in fact owing at the date of the statement unless you establish otherwise.

26. Privacy

- 26.1** You agree that information about you (including credit information about you and the account) may be given to and obtained from any credit reporting agency, other credit providers (including Credit Union Services Corporation (Australia) Limited as the principal member of VISA International), any person providing services in connection with the administration of your application or account or the marketing of our services or those of any body corporate related to us.
- 26.2** You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

27. Dispute Resolution

- 27.1** If we resolve your complaint by exercising our rights under the operating rules applicable to the VISA card scheme, different time limits to those set out in the VISA Debit Card Conditions of Use may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

Police & Nurses Internal Dispute Resolution Scheme

If your complaint is not resolved to your satisfaction, you can ask to have it reviewed by Police & Nurses' Member Representative who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact Details

Member Representative
Police & Nurses Credit Society Ltd
PO Box 8609
Perth BC Western Australia 6849
Telephone: 13 25 77
Email: pncs@pncs.com.au

Financial Services Dispute Resolution Scheme

If you are not satisfied with the steps taken by Police & Nurses to resolve the complaint, or with the results of the Police & Nurses investigation, you may wish to contact an alternative dispute resolution scheme.

Contact Details

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Phone: 1300 780 808

Fax: (03) 9613 6399

Website: fos.org.au

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 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

Police & Nurses Credit Society Limited

ABN 69 087 651 876 AFSL 240701

Australian Credit Licence 240701

PO Box 8609

PERTH BC WA 6849

Tel: **13 25 77**

 **pncs.com.au**

