



**Defence**  
Bank

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# Visa Debit card. Conditions of Use.

Effective 1 November 2024.

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## 1. What this document covers.

This document, the Visa Debit card conditions of use (Conditions of Use), contains important information about the Visa Debit terms and conditions.

You will need to read this document combined with our:

- Product and Service Conditions of Use.
- Fees and Charges Schedule.
- Digital wallet terms and conditions.

Some words used in this document have special meanings, to make it easier to read, take some time to go through the “definitions”.

## 2. Visa Debit card Conditions of Use.

These Conditions of Use apply to your use of the Visa Debit card.

These Conditions of Use govern the use of the Visa Debit card to access your linked account(s). We will process the value of all transactions, and any fees and charges, to your linked account(s). Each such transaction will be governed by these Conditions of Use and by the terms and conditions for the relevant linked account.

You should follow the guidelines in the box below to protect against unauthorised use of the Visa Debit card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such transactions will be determined in accordance with clause 19 of these Conditions of Use and the ePayments Code where applicable.

## 3. 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 which 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 which 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.
- ensure you prevent anyone seeing the card number when using digital channels, e.g. mobile banking application or internet banking.
- immediately report the loss, theft or unauthorised use of the Visa Debit card to us or to the Visa Card Hotline or through online banking or mobile app.
- keep a record of the Visa Debit card number and the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Visa Debit card has been used without your authority.
- immediately notify us of any change of address.

## 4. Introduction.

These Conditions of Use govern use of the Visa Debit card to access to your linked account(s) with us. Each transaction on a linked account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your linked account(s), these Conditions of Use shall prevail.

## 5. Codes of conduct.

We warrant that we will comply with the requirements of the Customer Owned Banking Code of Practice the ePayments Code where that code applies, and any other relevant industry code of practice that may apply to us.

Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these Conditions of Use.

## 6. 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 where an additional Visa Debit card is issued to your Nominee, your Nominee signs the Visa card issued to them immediately upon receiving it and before using it.

## 7. Using the digitally issued Visa Debit card.

- 7.1. You must ensure that you maintain the security and do not disclose the details of a Visa Debit card issued through digital channels.
- 7.2. Where the Visa Debit card is issued through digital channels it can be used before you receive the plastic card, e.g. by adding the card to a digital wallet (where available).
- 7.3. To ensure safety of cards added to a digital wallet, refer to the Defence Bank digital wallet terms and conditions located on website under disclosure.

## 8. Protecting the PIN.

- 8.1. We will provide a PIN or provide you with the means to set up your 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.
- 8.2. You must not voluntarily disclose the PIN to anyone, including a family member or friend.
- 8.3. You must not write or record the PIN on the Visa Debit card, or keep a record of the PIN on anything carried with the Visa Debit card or liable to loss or theft simultaneously with the Visa Debit card, unless you make a reasonable attempt to protect the security of the PIN.
- 8.4. A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including but not limited to by:
  - (a) hiding or disguising the PIN among other records;
  - (b) hiding or disguising the PIN in a place where a PIN record would not be expected to be found;
  - (c) keeping a record of the PIN in a securely locked place; or
  - (d) preventing unauthorised access to an electronically stored record of the PIN.
- 8.5. If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- 8.6. You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

## 9. Using the Visa Debit card.

- 9.1. You can conduct transactions up to AU\$200.00 without entering your PIN or signing as long as these transactions are conducted face-to-face at a participating merchant outlet. The merchant must provide you with a receipt for the transaction if you request.
- 9.2. The contactless symbol gives you the ability to make a transaction by holding or tapping a card or digital wallet within 4cm of an electronic terminal without having to insert or swipe the card.

- 9.3.** Transactions using the contactless functionality can be made at a participating Merchant outlet provided:
- (a) The value of the transaction does not exceed the contactless payment transaction limit, and
  - (b) The value of the transaction combined with other contactless transactions made that day (or other period specified by us) does not exceed the daily contactless payment transaction limit. You may find out the current maximum individual and daily transaction limits by contacting us. The same conditions apply to contactless transactions as to your other card transactions.
- 9.4.** When you perform a purchase transaction in person at a participating merchant and press the 'CR' button a PIN will always be required if you wish to take cash out.
- 9.5.** The Visa Debit card may only be used to perform transactions on your linked account(s). We will advise you of the accounts, including any credit facility, which you may link to the Visa Debit card.
- 9.6.** When you make an online purchase you may be guided through an extra check to verify your identity. This extra check helps us better protect you from fraud. If you are unable to provide the requested information to validate your identity, if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails you may be unable to complete the online purchase using your Visa Debit card. If an additional Visa Debit card has been issued to your nominee, they may also be guided through an extra check to verify identity when seeking to make an online purchase and to do so you may be asked to provide information on behalf of your nominee before they may be permitted to complete the online purchase.
- 9.7.** We will debit your linked account(s) 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 transactions, or credit your linked account(s) with the value of all deposit transactions at electronic terminals.
- 9.8.** You can receive funds transferred by another Visa Debit cardholder via Visa Direct up to the value of \$USD15,000.
- Any transfers that exceed the transfer limit will not be processed and funds will be returned to the sender. To receive funds, you need to provide only your 16 digit Visa Debit card number to the sender. You should not provide any further Visa Debit card details such as the expiry date or your PIN. The funds should normally be received in your linked account within a few minutes but may take up to 30 minutes. You cannot transfer funds using this service, you can only receive them.
- 9.9.** We will advise you from time to time:
- (a) what transactions may be performed using the Visa Debit card; and
  - (b) what electronic terminals may be used.
- 9.10.** Transactions will not necessarily be processed to your linked account on the same day.

## **10. Using the Visa Debit card outside Australia.**

You can use your Visa Debit card outside of Australia. When you do all transactions made in a foreign currency on the Visa Debit card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).

All transactions made in a foreign currency on the Visa Debit card are subject to a currency conversion fee equal to a percentage of the value of the transaction. The currency conversion fee is payable to Cuscal and Defence Bank in our respective capacities of principle member of Visa Worldwide or an agent of a principle member of Visa Worldwide under which Defence Bank can provide the Visa Debit card access to its members. The percentage used to calculate the currency conversion fee is set out in the Fees and Charges Schedule and is subject to change from time to time. We will advise you in advance of any such change.

Some overseas Merchants and electronic terminals charge a surcharge for making a 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.

Some overseas Merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

Before travelling overseas, you should consult us to obtain the Visa Card Hotline number for your country of destination. You should use the Visa Card Hotline if any of the circumstances described in clause 20 apply.

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

## **11. Withdrawal and transaction limits.**

- 11.1.** You agree that the Visa Debit card will not be used to:
- (a) overdraw any of your linked account(s); or
  - (b) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- 11.2.** If clause 11.1 is breached, we may:
- (a) dishonour any payment instruction given; and
  - (b) charge you an administrative fee as advised to you from time to time.
- 11.3.** We may at any time limit the amount of a transaction if this is required for security or credit risk purposes.
- 11.4.** The current daily withdrawal limit is \$1,000 AUD for PIN generated transactions.
- 11.5.** A cash advance cannot be made using a card at a contactless terminal.
- 11.6.** The current daily transaction limit for contactless purchases is \$200 AUD for each individual transaction and \$300 AUD in the aggregate or as advised from time to time.
- 11.7.** 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.

## **12. Authorisations.**

You acknowledge and agree that:

- (a) we have the right to deny authorisation for any transaction for any reason; and
- (b) we 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.

## **13. Account statements.**

- 13.1.** We will send you an account statement for the linked account at least every 6 months. You may request more frequent account statements.
- 13.2.** In respect of any linked accounts which have a pre-arranged credit facility attached such as line of credit or overdraft, we will send you an account statement monthly.
- 13.3.** You may request a copy of your account statement at any time.
- 13.4.** We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

## **14. Transaction slips and receipts.**

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

## **15. Additional cards.**

- 15.1.** You may authorise us, if we agree, to issue an additional Visa Debit card to your Nominee, provided this person is at least 12 years of age.
- 15.2.** You acknowledge that where you have more than one linked account, your Nominee will have access to all those linked accounts.
- 15.3.** You will be liable for all transactions carried out by your Nominee on the Visa Debit card.
- 15.4.** We will give each Nominee a PIN.
- 15.5.** Your Nominee's use of the Visa Debit card and PIN is governed by the Conditions of Use.
- 15.6.** You must ensure that each Nominee protects their Visa Debit card and PIN in the same way as these Conditions of Use require you to protect your Visa Debit card and PIN.

## **16. Renewal of the Visa Debit card.**

- 16.1.** Unless you are in breach of these Conditions of Use or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Nominee with a replacement card before the expiry date of the current Visa Debit card or additional Visa Debit card. Any replacement card we issue will be a Visa Debit card.

If you do not wish to receive a replacement Visa Debit card, either for yourself or for your Nominee, you must notify us before the expiration date of the current Visa Debit card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Debit card.

## **17. Cancellation and return of the Visa Debit card.**

- 17.1.** The Visa Debit card always remains our property.
- 17.2.** We can immediately cancel the Visa Debit card and demand its return or destruction at any time with cause or if you breach these Conditions of Use, including cards issued through digital channels. This may include capture of the Visa Debit card at any electronic terminal.
- 17.3.** We may, at any time, cancel the Visa Debit card for any reason by giving you 14 Days written notice. The notice does not have to specify the reasons for the cancellation. Where we cancel a card without prior notice pursuant to the provisions of Clause 17.2 we will notify you of the cancellation as soon as practicable afterwards. The notice does not have to specify the reasons for the cancellation.
- 17.4.** You may cancel your Visa Debit card or any Visa Debit card issued to your Nominee at any time by giving us written notice.
- 17.5.** If you or we cancel the Visa Debit card issued to you, any Visa Debit card issued to your Nominee(s) will also be cancelled.
- 17.6.** 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.
- 17.7.** You must return your Visa Debit card and any Visa Debit card issued to your Nominee to us when:
- (a) we notify you that we have cancelled the Visa Debit card;
  - (b) you close your linked account(s);
  - (c) you cease to be a member of Defence Bank;
  - (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 linked account(s), unless we agree otherwise.

## **18. Use after cancellation or expiry of the Visa Debit card.**

- 18.1.** 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.
- 18.2.** You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your linked account(s) with us.

## **19. Your liability in case of unauthorised transactions.**

- 19.1.** This clause 19 (except clause 19.10) applies to unauthorised electronic transactions. An unauthorised electronic transaction is an electronic transaction that is not authorised by you or your Nominee.
- 19.2.** You are not liable for losses arising from an unauthorised electronic transaction:
- (a) where it is clear that you and your Nominee have not contributed to the loss;
  - (b) caused by the fraud or negligence of:
    - (i) employees or agents of us;
    - (ii) any third party involved in networking arrangements; or
    - (iii) any Merchant or their employee or agent;

- (c) caused by a forged, faulty, expired or cancelled Visa Debit card, Identifier or PIN;
- (d) caused by the same electronic transaction being incorrectly debited more than once to the same account;
- (e) caused by an electronic transaction which does not require a PIN authorisation that occurred before receipt of the Visa Debit card;
- (f) caused by an electronic transaction which requires PIN authorisation that occurred before receipt of the PIN;
- (g) arising from an unauthorised electronic transaction that can be made using an Identifier without the Visa Debit card or PIN; or
- (h) arising from an unauthorised electronic transaction that can be made using the Visa Debit card, or the Visa Debit card and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the Visa Debit card.
- (i) that would exceed the amount of your liability to us, had we not exercised our rights (if any) under the Visa International Operating Rules against other parties to those rules and regulations.

**19.3.** If there is a dispute about whether you or your Nominee received a Visa Debit card or PIN:

- (a) it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
- (b) we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
- (c) we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.

**19.4.** Where we can prove on the balance of probability that you or your Nominee contributed to a loss through fraud, or breaching the PIN security requirements in clause 5, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the Visa Debit card or breach of PIN security is reported to us or the Visa Card Hotline. However you are not liable for the portion of losses:

- (a) incurred on any one day that exceeds any applicable daily transaction limit on any linked account;
- (b) incurred in any period that exceeds any applicable periodic transaction limit on any linked account;
- (c) that exceeds the balance on any linked account, including any pre-arranged credit; or
- (d) incurred on any account that you and we had not agreed could be accessed using the Visa Debit card or Identifier and/or PIN used to perform the electronic transaction.

**19.5.** You are liable for losses arising from unauthorised electronic transactions that occur because you or your Nominee contributed to losses by leaving a Visa Debit card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

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

- (a) incurred on any one day that exceeds any applicable daily transaction limit on any linked account;
- (b) incurred in any period that exceeds any applicable periodic transaction limit on any linked account;
- (c) that exceeds the balance on any linked account, including any pre-arranged credit; or
- (d) incurred on any account that you and we had not agreed could be accessed using the Visa Debit card and/or PIN used to perform the electronic transaction.

**19.7.** Where a PIN was required to perform an unauthorised electronic transaction and clauses 19.4, 19.5 and 19.6 do not apply, your liability is the lesser of:

- (a) AU\$150;
- (b) the actual loss at the time of notification to us or the Visa Card Hotline of the misuse, loss or theft of the Visa Debit card, or of the breach of PIN security (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 linked account, including any prearranged credit.



- 19.8.** If you or your Nominee reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 19 for an amount greater than your liability if we exercised any rights under the rules of the Visa Debit card scheme at the time the report was made, against other parties to the scheme (for example, chargeback rights).
- 19.9.** Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 19.10.** For a transaction that is not an unauthorised electronic transaction, if the Visa Debit card or PIN is used without authority, you are liable for that use before notification to us or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Visa Card scheme against other parties to that scheme.

## **20. How to report loss, theft, compromised or unauthorised use of the Visa Debit card or PIN.**

- 20.1.** If you or your Nominee believe the Visa Debit card has been misused, lost, stolen, compromised or the PIN has become known to someone else, you or your Nominee must immediately contact us (if during business hours) or the Visa Card Hotline at any time on its emergency number detailed in the box below or by retain this number as evidence of the date and time of contacting us or the Visa Card Hotline.
- 20.3.** When contacting the Visa Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- 20.4.** The Visa Card Hotline is available 24 hours a day, 7 days a week.
- 20.5.** If the Visa Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours or via Online Banking or Mobile Banking.
- We will be liable for any losses arising because the Visa Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours or via Online Banking or Mobile Banking at anytime.
- 20.6.** 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 Defence Bank via Online Banking or Mobile Banking;
  - (b) with Defence Bank by telephone or priority paid mail as soon as possible; or
  - (c) by telephoning the Visa Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 10 of these Conditions of Use.

**Visa card hotline. Australia wide toll free 1800 648 027 | From overseas +61 2 8299 9101**

## **21. Steps you must take to resolve errors or disputed transactions.**

- 21.1.** If you believe a transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, you must immediately notify us and provide us with 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 to why you believe it is an unauthorised transaction or error; and
  - (e) the dollar amount of the suspected error.
- 21.2.** If your complaint concerns the authorisation of a transaction, we may ask you or your Nominee to provide further information.
- 21.3.** We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

- 21.4.** Within 21 Days of receipt from you of the details of your complaint, we will:
- (a) complete our investigation and advise you in writing of the results of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 21.5.** We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- 21.6.** If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 21.7.** If we find that an error was made, we 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.
- 21.8.** When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your linked account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).
- 21.9.** If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.
- Postal Address.**  
Australian Financial Complaints Authority  
GPO Box 3,  
Melbourne VIC 3001
- Phone.** 1800 931 678 (free call)
- Email.** [info@afca.org.au](mailto:info@afca.org.au)
- Online.** [afca.org.au](http://afca.org.au)
- 21.10.** If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Visa Debit card or PIN, we will:
- (a) give you copies of any documents or other evidence we 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.
- 21.11.** If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.
- 21.12.** If we decide to resolve a complaint about the Visa Debit card by exercising our rights under the rules of the Visa Debit card scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

## **22. Transaction and other fees.**

- 22.1.** We will advise you whether we charge 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) receiving funds via the Visa Direct service;
  - (e) issuing the PIN or any additional or replacement PIN;
  - (f) using the PIN;
  - (g) issuing account statements; or
  - (h) any other service provided in relation to the Visa Debit card.
- 22.2.** We will also advise you whether we will debit any of your linked accounts with Government charges, duties or taxes arising out of any transaction.
- 22.3.** The fees and charges payable in respect of the Visa Debit card are set out in both the Defence Bank Fees and Charges Schedule.

## **23. Exclusions of warranties and representations.**

- 23.1.** We do not warrant that Merchants displaying Visa signs or promotional material will accept the Visa Debit card in payment for goods and services. You should always enquire before selecting goods or services.
- 23.2.** We do 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. We do not warrant that electronic terminals displaying Visa signs or promotional material will accept the Visa Debit card.
- 23.3.** We are 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.
- 23.4.** Where you have authorised a Merchant to transact on the account by providing your Visa Debit card number or used your card to make a purchase, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example, you may be entitled to reverse (chargeback) a transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- 23.5.** Please note we are not able to reverse (chargeback) direct debit transactions set up using your default deposit account number and branch number (BSB).
- 23.6.** To avoid losing any rights you may have for transactions other than unauthorised transactions you should:
  - (a) tell us within 30 Days after the date of the statement which shows the transaction; and
  - (b) provide us with any information we ask for to support your request.
- 23.7.** Please contact us for more information about your chargeback rights.

## **24. Malfunction.**

- 24.1.** You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Nominee.
- 24.2.** If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

## **25. Regular payment arrangements.**

- 25.1.** You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- 25.2.** To change or cancel any Regular Payment Arrangement you should contact the Merchant or us at least 15 Days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 25.3.** Should your card details be changed (for example if your Visa Debit card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 25.4.** Should your Visa Debit card or linked account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

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

- 26.1.** We reserve the right to change these Conditions of Use from time to time, for one or more of the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, external dispute resolution body or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) as a result of changed circumstances (including by adding benefits or new features);

- (e) to respond proportionately to changes in the cost of providing the Visa Debit card; or
  - (f) to make them clearer.
- 26.2.** We 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 charges for the Visa Debit card or transactions;
  - (b) increase your liability for losses relating to transactions; or
  - (c) impose, remove or adjust daily or other periodic transaction limits applying to the use of the Visa Debit card, PIN, your linked account(s) or electronic equipment.
- 26.3.** We 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.
- 26.4.** To the extent permitted by law, we are not required to give you advance notice of:
- (a) a reduction or cancellation of daily Visa Debit card limits for electronic transactions which are cash withdrawals, purchases or transfers using electronic banking; or
  - (b) other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- 26.5.** When the Visa Debit card is used after notification of any changes to the Conditions of Use, you accept those changes and use of the Visa Debit card shall be subject to those changes.

## **27. Privacy and confidentiality.**

- 27.1.** We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary for the provision of the Visa Debit card or the administration of your linked account(s), or if it is required by law.
- 27.2.** You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.
- 27.3.** You and your Nominee may have access to the personal information we hold about each of you at any time by asking us, provide the correct consents are in place.
- 27.4.** For more details of how we handle personal information, refer to our Privacy Policy at [defencebank.com.au](http://defencebank.com.au).

## **28. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF).**

You agree that:

- 28.1.** where required, you will provide to us all information reasonably requested in order for us to comply with our obligations under AML/CTF Legislation or the Visa Scheme Rules;
- 28.2.** we may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- 28.3.** we or Cuscal may block, delay, freeze or refuse any transactions where we in our sole opinion consider reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML/CTF Legislation, the Visa Scheme Rules or any other relevant laws;
- 28.4.** 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 suffered arising directly or indirectly as a result of us taking this action; and
- 28.5.** we will monitor all transactions that arise pursuant to your use of the Visa Debit card in accordance with our obligations under AML/CTF Legislation and the Visa Scheme Rules.

## **29. Miscellaneous.**

- 29.1.** You agree that you will immediately notify us of any change of postal or email address or both for the purpose of any notifications which we are required to send to you.
- 29.2.** We may post all statements and notices to you at your registered address as provided for in our records.
- 29.3.** You can elect to receive statements electronically via Online Banking. To receive eStatements you need to register via Defence Bank Online Banking. Once registered you will no longer receive your statement via the post. You will also be able to view any statement outside of the current statement period (classified as a previous statement) via Online Banking.

- 29.4.** 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.

### 30. Your liability.

- 30.1.** Your liability for unauthorised transactions is governed by your account terms.
- 30.2.** If you breach these Terms, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
- 30.3.** If you suspect that your Visa Debit card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Terms and you may be liable for all transactions on the Visa Debit card until notification occurs.
- 30.4.** For further details as to reporting a breach of card details, refer to your account terms.

### 31. Errors.

- 31.1.** If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

### 32. Changes to Terms.

- 32.1.** We can change these Terms at any time, and where we are required to do so under any law, we will notify you of the changes.

### 33. Definitions.

**ATM** means automatic teller machine.

**Card** - the Visa Debit card we have issued to you or to any other person at your request to enable you or that other person to access funds in your account(s) or any other card as we advise you from time to time.

**Card controls** means the control functions available for any access card which is not expired, blocked, suspended or cancelled.

**Card details** means the information printed on the access card, or displayed on the digital card, and includes, but is not limited to, the card number and expiry date.

**Conditions of Use** means Visa Debit Conditions of Use.

**Contactless** means transactions made by holding or tapping an access card (which is capable of making a contactless transaction) in front of an electronic terminal without having to insert or swipe the card.

**Electronic terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a Visa Debit card and PIN to conduct a transaction and includes, but is not limited to, an ATM or point of sale terminal.

**Facility** means an arrangement through which you can perform transactions.

**Linked account** means an account nominated by you that we authorise you to access using an access card. If there is more than one accountholder and/or more than one signatory, each accountholder and each signatory must be authorised by us to operate the account alone.

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

**PIN** means the Personal Identification Number issued to you or a Nominee by us including an additional or replacement PIN, for use with a Visa Debit card when giving an instruction through electronic equipment (except for Contactless transactions under AU \$200, if applicable).

**Nominee** ("Subsidiary card holder") means any person nominated by you to whom we have issued an additional Visa Debit card to access your linked account(s).

**Transaction** means a transaction to which the ePayments Code applies or which was processed through the new payments platform operated by NPP Australia Limited.

**Unauthorised transaction** means a transaction that is not authorised by a user.

**User** means you or an individual you have authorised to perform transactions on your account, including: a third party signatory to your account and a person you authorise us to issue an additional card to.

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

**Visa Debit card** ("Visa card") means the Visa Debit card issued to you or your Nominee cardholder by Defence Bank. This excludes Visa Credit card.

**Visa Direct** means the funds transfer service which allows funds to be transferred (and received immediately) from one Visa Card to another.

**We and us** means Defence Bank limited.

**You and your** means the person or persons in whose name an account and access facility is held.

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

**IMPORTANT. You should read this document carefully. Always retain a copy for future reference.**

### **34. Privacy notice.**

Please refer to section 27 in this document and our website [defencebank.com.au](http://defencebank.com.au) for details about our obligations regarding the confidentiality of your personal information and how we manage your personal information.

### **35. Accessing copies of Visa Debit card conditions of use.**

Our current conditions of use can be viewed and downloaded from our website at [defencebank.com.au](http://defencebank.com.au)

### **36. The Customer Owned Banking Code of Practice (COBCOP).**

We are a subscribing member to the Customer Owned Banking Code of Practice.

The Customer Owned Banking code of practice is for Australia's customer-owned banking institutions which has been developed in close consultation with a wide range of stakeholders, including government and consumer groups.

At Defence Bank, our members can have the confidence in knowing they are covered by a bank committed to fair, secure and responsible banking.

The Code contains our 10 key promises to you:

- we will be fair and ethical in our dealings with you
- we will focus on our customers
- we will give you clear information about our products and services
- we will be responsible lenders
- we will deliver high customer service and standards
- we will deal fairly with any complaints
- we will recognise your rights as owners
- we will comply with our legal and industry obligations
- we will recognise our impact on the wider community
- we will support and promote the Customer Owned Banking Code of Practice.

You can download a copy of the Customer Owned Banking Code of Practice from our website.

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact:

Customer Owned Banking Code Compliance Committee.

PO Box 14240

Melbourne VIC 8001

**Phone.** 1800 367 287

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

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# We're here to help.

It's easy and convenient to contact us.

**Here's how:**

- 1800 033 139
- visit your local Defence Bank branch
- [defencebank.com.au](https://defencebank.com.au)
- [info@defencebank.com.au](mailto:info@defencebank.com.au)