

← easyaccess Card Products Conditions of Use

These Conditions of Use apply to Police Credit easyaccess VISA Card as Issued by Police Association Credit Co-operative Limited

BEFORE YOU USE YOUR Police Association Credit Co-operative Limited ABN 33 087 651 61 (Police Credit) VISA Card please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of your PC VISA Card and a Personal Identification Number (PIN) or signature; and
- all other transactions (including telephone and internet transactions) effected with the use of your VISA Card or VISA Card Number.

Either the activation of your Visa Card (if required by Police Credit) or the first transaction you complete using your VISA Card, (whichever comes first), will be taken as your agreement to comply with the terms and conditions set out in these Conditions of Use. You should be aware that a transaction may arise on your VISA Card prior to you activating your VISA Card (if required by Police Credit) in circumstances where a transaction is conducted manually or is below certain monetary limits (which is set by the relevant merchant's financial institution) where no electronic approval is required. In these circumstances, the balance in your Linked Account will be reduced by the amount of this transaction.

These Conditions of Use apply to you and any Additional Cardholder.

If you fail to properly safeguard your VISA Card and PIN you may increase your liability for unauthorised use (refer to section 15 for a list of circumstances where you may be held liable for unauthorised use of your VISA Card).

If these Conditions of Use are not clear to you, contact Police Credit BEFORE using your VISA Card or alternatively seek independent advice from your accountant or lawyer.

Information on your current fees and charges that apply in relation to the use of your VISA Card can be obtained on our website www.policecredit.com.au or by contacting Police Credit on 13 63 73. Words that are capitalised are defined in section 26 below.

Important points to remember to safeguard your account

- sign your VISA Card immediately when you receive it;
- memorise your PIN and never store it with or near your VISA Card;
- never write your PIN on your VISA Card;
- never lend your VISA Card to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device (i.e. an "Electronic Banking Terminal");
- never leave your VISA Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your VISA Card to
- **the VISA Card 24hr EMERGENCY HOTLINE on Free Call – 1800 252 149;** and
- if outside of Australia please call Visa Global Customer Assistance using Visa's worldwide network of toll-free telephone numbers available on Police Credit's and Visa's websites (www.visa.com.au). Before you leave on a trip, make a note of the toll-free emergency number for your destination and keep it with you, but separate from your card.
- **keep a record of VISA Card 24hr EMERGENCY HOTLINE telephone numbers with your usual list of emergency telephone numbers;**
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date, destroy your VISA Card by cutting it diagonally in half.



1 Introduction

These Conditions of Use apply to:

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

At your request Police Credit may attach other services to the VISA Card. Any additional services that you request to be attached to your VISA Card will be advised to you in writing. The first time that you activate your VISA Card (if required by Police Credit) or the first time that you use your VISA Card (whichever comes first) constitutes your agreement to the conditions set out in these Conditions of Use.

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

- activate your VISA Card (if required by Police Credit) or use it (or allow anyone else to use or activate your VISA Card); or
- permit an Additional Cardholder to use his or her VISA Card.

Instead, return all VISA Cards to Police Credit (cut in half for your protection).

2 Application of codes

Police Credit warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct (**EFT Code**) as established by the Australian Securities and Investments Commission.

The provisions of any industry code of practice such as the Mutual Banking Code of Practice may also apply to the use of your VISA Card if Police Credit has agreed to be bound by an industry code of practice.

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

3 Signing your card

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

4 Personal Identification Number (PIN) secrecy

If you fail to properly safeguard your PIN you may increase your liability for unauthorised use (refer to section 15 below for a list of circumstances where you may be held liable for an unauthorised transaction). We therefore **strongly recommend** that:

- You not record your PIN on your VISA Card or on anything with or near your VISA Card.
- You not tell anyone your PIN or let anyone see it;
- You try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- If you think that your PIN has become known to someone else, you must notify Police Credit immediately.

5 Reporting the loss or theft of your VISA card

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

DURING NORMAL BUSINESS HOURS

Police Credit on 13 63 73 (refer to Police Credit's website for a list of our normal business hours).

OUTSIDE NORMAL BUSINESS HOURS - VISA CARD 24hr EMERGENCY HOTLINE Free Call - 1800 621 199

If you contact the VISA Card 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise Police Credit, as soon as you can, that you have made a report to the VISA Card 24hr Emergency Hotline.

If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be the liability of Police Credit. To avoid further losses you are required to continue to try to provide notification of your lost or stolen VISA Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify Police Credit or the VISA 24hr Emergency Hotline, Police Credit will continue to be liable for any loss occurring as a result of further unauthorised use of your VISA Card.

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

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

Alternatively if outside of Australia please call Visa Global Customer Assistance using Visa's worldwide network of toll-free telephone numbers available on Police Credit's and Visa's websites (www.visa.com.au). Before you leave on a trip, make a note of the toll-free emergency number for your destination and keep it with you, but separate from your card.

6 Using your card

Your VISA Card is generally accepted anywhere the VISA logo is displayed in Australia or overseas. Police Credit will advise you:

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

Your Police Credit VISA Card may be used for these types of EFT transactions:

- cash withdrawals at most ATMs throughout Australia;
- cash withdrawals at ATMs internationally displaying the 'Visa' logo;
- paying merchants and withdrawing cash from merchants who offer EFTPOS facilities in Australia.

You may set up a regular payment arrangement authorising an organisation or business to regularly debit your card account using your card details. This is an agreement between you (the cardholder) and the organisation. When you receive a new card, you should advise those organisations of your new card expiry date and if the card was lost or stolen, the new card number. Until you notify the organization of the new details, they will continue to use the former details and future transactions may be declined.

You may only use your VISA Card to perform transactions on your Linked Account. Police Credit does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your VISA Card. You should always check with the relevant merchant that it will accept your VISA Card before purchasing any goods or services. You must not use your VISA Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the VISA Card is used or where the goods or services are provided. Should your VISA Card be used for unlawful purposes, Police Credit may restrict you from accessing any available funds from your Linked Account.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where Police Credit has reasonable grounds to suspect that such transaction(s) have occurred on your Linked Account, we are obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your VISA Card be used for unlawful purposes, Police Credit may restrict you from accessing any available funds from your Linked Account.

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

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

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

Fraudulent transactions can arise from use of your VISA Card or VISA Card Number. Where you advise Police Credit that a transaction that has been debited (deducted) from your Linked Account is fraudulent, unauthorised or disputed, Police Credit will investigate and review that transaction in accordance with section 17 of these Conditions of Use.

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

Police Credit is not responsible in the event that you have a dispute regarding the goods or services purchased using your VISA Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Police Credit has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 17 below for a list of circumstances when Police Credit can investigate disputed transactions) and attempt to obtain a refund for you.

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

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

7 Using your card outside Australia

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

- a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your VISA Card in a currency other than Australian dollars, or you make a transaction on your VISA Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia. You will be advised by Police Credit whether a currency conversion fee applies and the amount of this fee at the time you apply for your VISA Card.

8 Transaction limits

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

- overdraw the balance in your Linked Account; or
- exceed the unused portion of any credit limit provided by Police Credit under any pre-arranged credit facility.

Police Credit:

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

Where Police Credit imposes a temporary minimum or maximum limit, we will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where Police Credit imposes a new permanent minimum or maximum transaction limit, Police Credit will inform you of this change in accordance with the requirements set out in section 22 of these Conditions of Use.

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

9 Authorisations and processing of transactions

Certain transactions that you make using your VISA Card may need to be authorised by Police Credit before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from Police Credit for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Linked Account. If circumstances occur where authorisation is obtained by Police Credit but the relevant transaction is not completed, your available funds in your Linked Account may be reduced for up to four (4) Business Days.

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

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

- Police Credit has restricted access to your Linked Account in accordance with section 13 of these Conditions of Use;
- in accordance with section 25 of these Conditions of Use, Police Credit believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you overdrawing your balance in your Linked Account.

10 Deposits at electronic banking terminals

You will not be able to make a deposit at an Electronic Banking Terminal.

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

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

11 Additional cards

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

When Police Credit issues an additional VISA Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates Police Credit makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable (in the first instance) for all transactions carried out by use of the additional VISA Card. Fraudulent or unauthorised transactions can occur on debit cards. Where you (or your Additional Cardholder) advise Police Credit that a transaction that has occurred on your VISA Card or your Additional Cardholder's VISA Card is fraudulent, unauthorised or disputed, Police Credit will investigate and review that transaction in accordance with section 17 below;
- you authorise Police Credit to give to any Additional Cardholder information about your accounts for the purposes of their use of the additional VISA Card. You also authorise Police Credit to act on the instructions of the Additional Cardholder in relation to their use of their additional VISA Card, except to the extent that any such instructions relate to the termination of your accounts or the replacement of an additional VISA Card following cancellation of that VISA Card by you; and
- you can cancel the additional VISA Card at any time by cutting it in half diagonally and either returning the pieces to Police Credit and requesting the additional VISA Card be cancelled or by informing Police Credit that you have destroyed the additional VISA Card and disposed of the pieces securely. You must then write to Police Credit confirming cancellation of the additional VISA Card. If you cannot destroy the additional VISA Card you should contact Police Credit by telephone and request that we place a "stop" on your Linked Account.

If an Additional Cardholder does not comply with these Conditions of Use then you will be in breach of these Conditions of Use (refer to section 13 below).

12 Renewal of your card

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

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

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

13 Cancellation and return of your VISA card

13.1 The VISA Card always remains the property of Police Credit.

13.2 Police Credit may:

(1) cancel your VISA Card and demand the return of the VISA Card issued to you and your Additional Cardholder at any time:

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

(2) capture the VISA Card at any Electronic Banking Terminal.

In these circumstances, Police Credit will notify you that your VISA Card has been cancelled.

13.3 **You may cancel your VISA Card or your Additional Cardholder's VISA Card at any time by giving Police Credit written notice.** In these circumstances you must either return all VISA Cards to Police Credit (cut in half for your protection) or confirm by telephone that all VISA Cards have been destroyed and that you have disposed of the pieces securely. You must then write to Police Credit to confirm cancellation of your VISA Cards.

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

- you are in default in accordance with section 13.2(1)(iii) above; and
- Police Credit has notified you of this default and advised you that it will restrict access to your Linked Account through use of your VISA Card if you do not rectify the relevant default in accordance with the timeframes set out in the notice Police Credit provided to you.

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

14 Conditions after cancellation or expiry of your VISA card

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

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

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

15 Your liability in case your VISA card is lost or stolen or in the case of unauthorised use

- (1) You are not liable for any unauthorised use of your VISA Card
 - (a) where the losses are caused by the fraudulent or negligent conduct of:
 - (i) Police Credit;
 - (ii) employees or agents of Police Credit;
 - (iii) companies involved in networking arrangements; or
 - (iv) merchants or agents or employees of merchants;
 - (b) before you have actually received your VISA Card and PIN and acknowledged receipt of your VISA Card and PIN to Police Credit;
 - (c) subject to section 14, where the losses relate to any component of your VISA Card or PIN being forged, faulty, expired or cancelled;
 - (d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;
 - (e) after you have reported it lost or stolen; or
 - (f) if you did not contribute to any unauthorised use of your VISA Card.

- (2) For the purpose of section 15(1)(f), Police Credit will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your VISA Card. This assessment will include a review of whether you:
 - (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (c) wrote or indicated your PIN on your VISA Card;
 - (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your VISA Card or likely to be lost or stolen at the same time as your VISA Card;
 - (e) allowed anyone else to use your VISA Card; or
 - (f) unreasonably delayed notification of:
 - (i) your VISA Card or PIN record being lost or stolen;
 - (ii) unauthorised use of your VISA Card; or
 - (iii) the fact that someone else knows your PIN.

- (3) If Police Credit can prove on the balance of probability that you have contributed to the unauthorised use of your VISA Card under section 15(2) your liability will be the lesser of:
 - (a) the actual loss when less than your account balance (including the unused portion of any credit limit provided by Police Credit under any pre-arranged credit facility);
 - (b) your account balance (including the unused portion of any credit limit provided by Police Credit under any pre-arranged credit facility); or
 - (c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Card, up to and including the day you make your report.

- (4) In assessing your liability under section 15(3)(c):
 - (a) where your VISA Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
 - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

- (5) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your VISA Card, your liability will be the lesser of:
 - (a) \$150;
 - (b) your account balance (including the unused portion of any credit limit provided by Police Credit under any pre-arranged credit facility); or
 - (c) the actual loss at the time Police Credit is notified of the loss or theft of your VISA Card.

- (6) In assessing your liability under this section 15:
 - (a) Police Credit will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
 - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

- (7) Your liability for losses occurring as a result of unauthorised use will be determined under the EFT Code. The guidelines set out at the beginning of these Conditions of Use and in section 4 to safeguard your VISA Card and PIN, are the minimum suggested security measures you should take. If you disagree with Police Credit's resolution process, you should contact Police Credit and request that we review our decision in accordance with section 17.

16 Visa zero liability

In addition to the limits placed on your liability pursuant to the EFT Code and described in section 15 above, Visa's scheme rules provide that Police Credit shall limit your liability to nil in the following circumstances:

- the unauthorised transaction(s) were not effected at an ATM (and will include transaction(s) effected prior to notification of: (i) the unauthorised transaction(s); or (ii) lost or stolen VISA Card, by you to Police Credit);
- 1. you have not contributed to any loss caused by unauthorised use of your VISA Card as described in section 15(2); and
- you have provided all reasonably requested documentation to Police Credit, which may include provision of a statutory declaration and police report.

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

- you having provided all reasonably requested information to Police Credit;
- you are not otherwise in default or have breached these Conditions of Use; or
- Police Credit has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:

(i) the conduct of the Linked Account;

(ii) the nature and circumstances surrounding the unauthorised transaction(s); and

(iii) any delay in notifying Police Credit of the unauthorised transaction(s).

Any refund is conditional upon the final outcome of Police Credit's investigation of the matter and may be withdrawn by Police Credit where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, Police Credit will comply with the requirements of section 17 of these Conditions of Use.

17 Resolving errors on account statements

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Police Credit or the VISA Card Emergency Hot Line as explained in section 5. As soon as you can, possible, you must also provide Police Credit the following:

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

If Police Credit is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Police Credit will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, Police Credit will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where we are waiting for a response from you and you have been advised that Police Credit requires such a response.

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

If: (1) Police Credit is a party to an industry dispute resolution scheme; and (2) that scheme provides a matter can be heard under the scheme if Police Credit does not give a final decision on the matter within a specified time, Police Credit will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

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

- give you reasons in writing for its decisions by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments it has made to your Linked Account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Police Credit's decision.

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

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

If Police Credit fails to carry out these procedures or causes unreasonable delay, Police Credit may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

Police Credit has the ability to investigate disputed transactions which occur on your VISA Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, Police Credit, a bank or another financial institution) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, Police Credit's ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify Police Credit as soon as you become aware of a disputed transaction.

You may wish to dispute a transaction in circumstances where:

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

18 Malfunction

Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, Police Credit will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your VISA Card and sign a voucher. The voucher authorises Police Credit to debit your Linked Account with the amount of the transaction (which will reduce the balance in your Linked Account).

19 Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your VISA Card at an Electronic Banking Terminal.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your account statements.

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

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

20 Fees and charges

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

If you consider that Police Credit has incorrectly charged you a fee or charge, you may dispute this by contacting Police Credit in accordance with section 17. Any incorrectly charged fee or charge will be reversed by Police Credit.

You will be advised by Police Credit of any applicable fees and charges at the time you apply for your VISA Card.

Details of applicable fees and charges, including

- card replacement fee for replacement cards issued in Australia and overseas;
- fee for emergency cash issue overseas;
- voucher production fee where you require production of a transaction voucher (this will be waived if the voucher establishes the transaction was not authorised);

are set out in Police Credit's fees and charges brochure which is available on our website www.policecredit.com.au and on request.

21 Government fees and charges

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

22 Changes to Conditions of Use

Police Credit reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your VISA Card.

Police Credit will notify you in writing at least 20 days before the effective date of a change if it will:

- reduce the number of fee-free transactions on the linked account permitted at Electronic Banking Terminal;
- impose a fee or charge;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

The notice period for other variations to these terms and conditions will be in accordance with the industry code of practice.

Police Credit may notify you of changes either through:

- a direct letter or other direct communication to your last known address;
- notification by electronic means;
- announcement via our newsletter or website;
- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

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

If you wish to cancel your VISA Card as a result of any change or variation Police Credit makes to these Conditions of Use, you must contact Police Credit to cancel your VISA Card. In these circumstances, you will not be charged any additional fees or charges associated with Police Credit cancelling your VISA Card. If you retain and use your VISA Card after notification of any changes Police Credit has made to these Conditions of Use, your use of your VISA Card shall be subject to those changes.

Written notice will not be given of a variation that is required by an immediate need for Police Credit to restore or maintain the security of its systems of your linked account.

23 Other general conditions

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

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

24 Third party disclosure

Police Credit may provide your personal information to:

- any outsourced service providers (for example, mailing houses, fraud monitoring services and data switch services);
- transaction and investigation security firms;
- regulatory bodies, government agencies, law enforcement bodies and courts; and
- participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your VISA Card or VISA Card Number or third parties using your VISA Card or VISA Card Number.

You consent to Police Credit disclosing your personal information to any of the third parties referred to above.

To facilitate transaction investigation and to assist with identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your VISA Card, you agree that your personal information and transaction details may be sent overseas.

25 Anti-money laundering and counter-terrorist financing

You agree that:

- where required, you will provide to Police Credit all information reasonably requested by Police Credit in order for Police Credit to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and the Visa scheme rules;
- Police Credit may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- Police Credit may block, delay, freeze or refuse any transactions where Police Credit in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any Visa scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Police Credit in accordance with this section 25, you agree that Police Credit is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of Police Credit taking this action; and
- Police Credit will monitor all transactions that arise pursuant to your use of your VISA Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

26 Definitions

- Additional Cardholder means the person(s) who from time to time is/are issued with an additional VISA Card for use on the Linked Account.
- AML Legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.
- ATM means an automated teller machine.
- Business Day means a day that your Police Credit is open for business, excluding Saturdays, Sundays and public holidays.
- EFTPOS means an electronic funds transfer at point of sale.
- Electronic Banking Terminal means an ATM or EFTPOS device.
- Linked Account means an account (or accounts) you have with Police Credit to which you may obtain access by use of the VISA Card.
- PIN means the secret personal identification number relating to a VISA Card.
- Police Credit means the financial institution, Police Association Credit Co-operative Limited ABN 33 087 651 661 AFSL 240293, at which you hold your Linked Account and who issued you with your VISA Card.
- VISA means Visa Worldwide PTE. Limited.
- VISA Card means a plastic debit card issued by Police Credit to enable electronic access to your Linked Account and includes all additional VISA Cards issued to any Additional Cardholder.
- VISA Card Number means the unique number assigned by Police Credit to each VISA Card and which is recorded on that VISA Card.
- You and your means the person that has a Linked Account with Police Credit and has been issued with a VISA Card.

27 Interpretation

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

A reference to:

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

Police Association Credit Co-operative Limited

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