

21.2 cancellation by you

You may contact us to cancel your card at anytime by calling **1800 072 111** within Australia, or **+61 2 9959 7884** if overseas, or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us. What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, we will require you to contact that person, if at all possible, and request them to surrender the card to you, so that you can return it to us.

If you close your accounts or where the card has been cancelled, you will remain liable for transactions:

- made using the card prior to or after cancellation or closure of the accounts and;
- made using the card number for mail, internet, phone and standing order transactions which have not been cancelled prior to termination.

Wide Bay may seek to recover these funds from you.

21.3 regular payment arrangements (including direct debits)

If your Visa debit card is cancelled, you must cancel any direct debits authorised using your Visa debit card details.

If you elect to close your linked account or your account is closed by Wide Bay Australia you should contact the merchant to revise your regular payment arrangement as the merchant may stop providing the goods and/or services.

21.4 terms and conditions continue after cancellation

These terms and conditions will continue after a Visa debit card is cancelled or your linked account is closed and until any outstanding amounts to be debited to your linked account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your linked account).

22 fees and charges »

Wide Bay may debit your linked account with fees and charges as detailed in the Wide Bay Australia Visa debit card Schedule of Fees and Charges.

23 your privacy »

Wide Bay's Privacy Policy explains our commitment to the protection of your personal information. We publish a Corporate booklet setting out our Privacy Policy and you may request a copy by calling 1300 943 322 during normal office hours or alternatively by calling into one of our branches. A copy of our Privacy Policy may also be viewed at www.widebayaust.com.au.

24 miscellaneous »

Parties other than Wide Bay may from time to time offer certain goods and services to you free of charge or at a particular price, in connection with your Visa debit card. Wide Bay is not responsible for any of these goods or services, or the failure of such a party to provide or perform such goods or services.

Wide Bay Australia Ltd ABN 40 087 652 060 AFSL & ACL No. 239686

WBA377/0711

wide bay australia **VISA** debit card terms and conditions

effective July 2011



1 introduction »

This booklet sets out the **Terms and Conditions** of the Wide Bay Australia Visa debit card ('the Visa debit card' or the 'card'). It governs the operation and use of the card. It is important that you read and understand this document. Please contact Wide Bay Australia Ltd ('Wide Bay') if you do not understand, or are unsure about any aspect of the Terms and Conditions.

For terms and conditions relating to your linked Account that you use in conjunction with your card and additional terms and conditions relating to EFT transactions, please refer to the booklet 'Your Guide to Wide Bay Australia's Accounts and Banking Services' which is available online at www.widebayaust.com.au, at any Wide Bay branch or by calling 1300 WIDE BAY (1300 943 322).

2 changes to terms and conditions »

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time. When we change the terms and conditions, we will give you the period of notice set down by law, the EFT Code of Conduct or any other applicable code. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told these before they happen. In addition, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or individual accounts, products or services.

We can give you notice in any way permitted by the law or codes including:

- advice on your statement;
- a notice on electronic equipment;
- press ads; or
- a letter

3 eligibility criteria »

The Wide Bay Australia Visa debit card is available to customers over the age of 18 years with an Australian residential address.

The card may be linked to a transaction account as nominated by Wide Bay from time to time.

4 card validity and expiry »

Any Visa debit card issued by Wide Bay to you is for use on your linked account and remains the property of Wide Bay.

When you receive your card, for security reasons, you must sign it immediately. It should only be used within the 'valid from' and 'until end' dates. As soon as a card expires, ensure that you destroy it by cutting it into several pieces, ensuring that the magnetic strip and chip are cut in half, and disposing of them securely.

5 your responsibility for use »

You are responsible for each purchase and cash withdrawal made using your Visa debit card. This is whether the purchase or cash withdrawal is made at your request or by the use of your Wide Bay Australia Visa debit card. There are limits on your liability for unauthorised use set out in section 14 - Lost or Theft of a Card and Pin, and section 19 - Disputed Transactions.

You are responsible for the security of any card issued to you. Any card issued to you is for your use only and you are responsible for keeping your card in a safe place and providing protection from theft and misuse.

6 daily withdrawal limit »

A maximum daily transaction limit of \$1000 applies per Visa debit card per account per day for domestic ATM and EFTPOS transactions where the SAV or CHQ button is selected. The maximum daily transaction limit does not apply to vouchers manually processed by Visa debit card merchants.

You will be advised of this maximum daily transaction limit when the card is issued to you, and you will be subsequently advised of any changes we make to the limit. You can change your limit (from \$300 to \$1000) by either contacting us in writing or visiting one of our branches.

In deciding whether you may require this daily limit to be increased or decreased, bear in mind that the higher the limit, the more funds that will be able to be withdrawn via ATM's and EFTPOS within Australia by any unauthorised person who may come into possession of your card and PIN. In this regard, refer to clause 15 - Your Liability for Unauthorised Transactions in this booklet.

The Visa Network transaction daily limit is the available cleared balance of your account. Visa Network includes the following transactions:

- overseas ATM/EFTPOS transactions;
- overseas and domestic transactions where the 'CR' button is selected;
- signature based 'paper transactions'; and
- mail order, telephone or internet transactions to pay for goods and services.

7 use of your Wide Bay Australia Visa debit card »

A Wide Bay Australia Visa debit card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of the card.



The Visa debit card is accepted at more than 29 million locations worldwide. You can also make withdrawals from ATM's where the Visa PLUS logo is displayed to avoid carrying large amounts of cash (fees and charges apply).



You may be able to use your Visa debit card details through an electronic banking facility. This includes when the Visa debit card details are used at a merchant by mail, phone order or through the internet to pay for goods or services. In this instance:

- use of your card details through an electronic banking facility will be subject to the terms and conditions for Electronic Funds Transfer (EFT) transactions contained in 'Your Guide to Wide Bay Australia's Accounts & Banking Services'; and

- where these card terms and conditions conflict with those of the EFT Transactions terms and conditions, the EFT Transactions terms and conditions will prevail.

You should ensure the transaction amount is correct before:

- you sign vouchers or transaction records given to you by merchants or a financial institution; and
- you enter your access code (which includes your Personal Identification Number (PIN) or other identifying number and/or password) at an electronic banking facility; and
- authorising the amount for a Visa Easy Payment Service Transaction.

Always ensure that you request a receipt for all transactions.

By signing a voucher or transaction record or entering your access code (which includes your PIN or other identifying number and/or password) at an electronic banking facility, you indicate your agreement that the transaction amount is correct.

Subject to any applicable law, Wide Bay is not responsible for goods or services supplied to a cardholder and any complaint must be resolved with the merchant.

A Visa debit card transaction cannot be changed. It is an unchangeable order by you to Wide Bay to process the transaction. You may not request Wide Bay to alter or stop payment on the transaction. You may only cancel periodical debits authorised to be made to your Visa debit card by directions to the merchant.

Your Visa debit card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law in the cardholder's jurisdiction.

Wide Bay may temporarily block the use of your Visa debit card where it has reason to suspect inappropriate, unauthorised or unlawful activity on your card. Wide Bay will endeavour to contact you in this event.

You are encouraged to maintain a record of any regular payment arrangement you elect to enter into with a merchant. A regular payment arrangement includes regular direct debits, regular recurring payments and instalment payments from a debit card. Instalment payments are regular payments over a set period of time.

To either change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement Wide Bay must accept the merchant's transaction. If possible, you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with these instructions you may have the right to dispute.

8 limits on use »

A Wide Bay Australia Visa debit card may not be accepted unless it carries your signature and is used during the validity period shown on your card.

The available balance of your linked account will be reduced by the amount of:

- any transaction for which a merchant seeks and Wide Bay is given authorisation (even if the transaction is not completed at the time of the authorisation). This authorisation is for the purpose of establishing that there are sufficient funds available in your Wide Bay Australia Visa debit account for the transaction; and

- any debit to your linked account except to the extent that the relevant transaction has already led to a reduction in the amount of available balance.

All purchases and cash withdrawals made using your card through the Visa card scheme are limited to the available balance of your linked account.

9 security when shopping online with your Visa debit card »

'Verified by Visa' is an external service that provides you with extra protection and security when you make a purchase from a participating retailer via the internet.

The 'Verified by Visa' service enables you to authenticate that you are communicating with Wide Bay Australia during an online shopping transaction and helps Wide Bay to verify that it is you who is using your card online - before authorising the purchase. Just like entering a PIN at an ATM, you gain important added protection when shopping online.

You can register for this service online at anytime on our website www.widebayaust.com.au. Alternatively, you will be prompted to register during the checkout process when making an online purchase with a 'Verified by Visa' retailer. Please note that after three online shopping transactions with Verified by Visa retailers it will be mandatory for you to register or you will not be able to continue shopping online with these retailers using your Wide Bay Australia debit card.

10 processing of transactions by Wide Bay Australia »

Your linked account will be debited with, and you agree to pay to Wide Bay Australia:

- each purchase;
- each cash withdrawal; and
- fees and charges payable under these terms and conditions.

You agree that:

- the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase; and
- the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- the above applies regardless of whether the voucher or other evidence is signed by you.

Wide Bay Australia may assign any date it considers appropriate to a debit or credit to your linked account or may adjust any debit or credit for the purposes of correction.

11 statements and currency conversion »

Wide Bay will regularly forward you a statement for any linked statement accounts. If your linked account has a passbook attached, you should have your passbook updated regularly to check all entries. Statements are available on all linked accounts at any time by either contacting a branch or using 'smartlink' internet or phone banking. A charge may apply for any additional statements requested over the counter. Alternatively, you can check your account and transactions at anytime using 'smartlink' internet, mobile or phone banking.

If your Visa debit card or card details are used to make transactions in a foreign currency, the way amounts are

converted to Australian (AUS) dollars will be detailed on the statement of your linked account is set out below:

- purchases, cash withdrawals, refunds and any other charges, incurred in currencies other than AUS dollars are converted to AUS dollars (directly from United States, Canadian, New Zealand and Singapore dollars, pound sterling, euros and Japanese yen or, if in a currency other than these currencies, first to US dollars) as at the dates they are processed by Visa International using exchange rates determined by them.
- the exchange rates used by Visa International to convert a foreign currency transaction to \$AUS are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate, in effect 1 day prior to the Visa International Central Processing Date. The converted \$AUS amount, including the percentage charged for the currency conversion fee, will appear on your statement as the transaction amount.

An overseas transaction fee is charged to your linked account for all foreign ATM cash withdrawals. (Note - refunds incurred in currencies other than \$AUS are converted to \$AUS as at the date they are processed by Visa International using exchange rates determined by them. This often results in the refund being converted using a different exchange rate from the one used to convert the original purchase or cash withdrawal.)

12 protecting your card, your PIN and other codes »

Because anyone who has your Visa debit card and access code (which includes your PIN or other identifying number and/or password) can make transactions on your linked account, you must take special care to protect them.

12.1 your PIN

Your card and your PIN will be mailed to you separately.

Your PIN will be a four-digit number allocated to you by us. You have the option of changing your PIN to one of your own choice at any time by visiting any Wide Bay Australia owned ATM.

If travelling overseas you will need to have a four-digit PIN.

12.2 your card, PIN and other codes

Protecting your Card

To protect your card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have the card;
- not give your card to anyone else, including a family member or friend.

Card and PIN

If you make a record of your PIN you must keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

For example, you must not keep your card and undisguised PIN together in:

- a wallet, bag or briefcase even in different compartments;
- your car, even if in different areas of your car;
- your office or at home in the same room;
- any other situation where your card and PIN can be found and used.

Protecting your PIN and other access codes

To protect your codes you must:

- try to memorise them;
- destroy our letter telling you the PIN (if applicable) and any documentation we issue to you containing a code;
- not write your PIN on your card even if it is disguised;
- not keep a record of your PIN with or near your card;
- not tell anyone your codes, including family members and friends;
- if you select your own code, do not select a number that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, phone number, driver's license number and so forth;
- make sure that nobody watches you or hears you when you are entering or using your codes at electronic equipment;
- never enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when you approach an ATM or EFTPOS terminal;
- make sure you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM;
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

If you select your own code, for security reasons you should endeavour to change it at regular intervals (eg. every 2 years).

If you make a record of your codes you must either take reasonable steps to prevent unauthorised access to the record or ensure that the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the code;
- record the code as a phone number with the code in its correct sequence anywhere within the phone number;
- record the code as a phone number where no other phone numbers are recorded;
- disguise the code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your code.

Please note - liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the Electronic Funds Transfer Code of Conduct, notwithstanding the obligations listed above.

13 card re-issue »

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We reserve the right not to re-issue a card.

14 loss or theft of a card or PIN »

You must immediately notify us if your card or PIN record is lost or stolen, or you suspect that unauthorised transactions have been made on any account. This enables us to put a stop

on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (refer to the section 15 - 'Your Liability for Unauthorised Transactions'). The best way to contact us is by visiting a Wide Bay branch or calling us on:

1800 072 111 if you are calling within Australia;
+61 2 9959 7884 if you are calling from overseas.

We will give you a notification number or some other form of acknowledgement which you should retain as evidence of the date and time of your report. We may require you to confirm your report at one of our branches and complete certain documentation. Where a card is lost overseas, the customer is responsible for the cost of a courier to send a replacement card and the card replacement fee.

15 your liability for unauthorised transactions »

15.1 when you are not liable

An unauthorised transaction is a transaction which you have not authorised. It does not apply to any transaction carried out by you or by anyone performing a transaction with your knowledge and/or consent.

You are not liable for losses from unauthorised transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- happen before you receive your Visa debit card or receive or select your code(s) including a replacement or reissued card or code; or
- happen after we have been notified by you that a card has been misused, lost or stolen or that the security of any code has been breached; or
- happen after you have requested us to cancel a card and have either returned the card to us, or taken all reasonable steps to have the card returned to us; or
- are made with a card or with any other component of an access method that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account.

15.2 when you are liable

You will be liable for losses resulting from transactions which are carried out by you, or by another person with your knowledge and consent.

You will be liable for actual losses resulting from unauthorised transactions caused by you:

- engaging in fraud; or
- voluntarily disclosing any of your codes to anyone, including a family member or friend; or
- keeping a PIN record without making a reasonable attempt to disguise it or to prevent unauthorised access to it and in a way that it could be lost or stolen with your card; or
- keeping a code record without making a reasonable attempt to disguise it or to prevent unauthorised access to it. Where more than one code is used, recording these codes in a way that they could be lost or stolen together; or

- writing your PIN or a disguised record of it on your card; or acting with extreme carelessness in failing to protect your codes.

You will also be liable for actual losses resulting from unauthorised transactions caused by you reasonably delaying notifying us of the misuse, loss or theft of your card, or of your code(s) becoming known to someone else. Your liability will only extend to losses which occur between the time when you became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, you will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, your linked account or the relevant access method;
- that portion of the losses incurred which exceed the balance of your linked account, including any pre-arranged credit;
- losses incurred on any account which you and Wide Bay had not agreed could be accessed using the relevant method.

Your liability is subject to Wide Bay proving on the balance of probability that you contributed to the losses in one or more of the ways listed above.

15.3 when limited liability applies

You will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a code was required to perform the transaction and it is unclear whether you have contributed to the loss. Your liability in such cases will be the least of:

- \$150; or
- the balance of the account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the code(s) becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

For details on how to notify Wide Bay about the loss or theft of your card, please refer to section 14 - 'Loss or Theft of a Card or PIN'.

16 emergency card replacement and emergency cash »

If your card is lost or stolen while you are overseas, you may request a Visa Debit Emergency Replacement Card through Wide Bay or by calling the Visa International Service Centre (VISC), (visit www.visa-asia.com/ap/Subscription/gcas.jsp for toll free contact numbers) which is available 24 hours a day, 7 days a week. The card will be supplied to you as quickly as possible, usually within 3 business days depending on your location.

You remain liable and responsible for the proper use of the Visa Debit Emergency Card and any transactions made using the Visa Debit Emergency Card or its card details.

Upon approval by Wide Bay, if you require any emergency cash, VISC will arrange an Emergency Cash Disbursement for use until your permanent replacement card is received. Emergency cash can be provided at any of the thousands of Emergency Service Locations (ESLs) around the globe, including a network of cash disbursement agencies such as Western Union.

17 new card details to your merchants »

If your Visa debit card details are changed, for example as a result of a lost or stolen card, you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by Wide Bay Australia or the merchant may stop providing the goods and services.

18 what to do if you have a problem or complaint »

We can help you with any problems you might have. Most problems can be solved by simply talking to our staff at either your local branch or alternatively you can contact us by:

phone 1800 072 111

email widebay@widebayaust.com.au

fax (07) 4152 3499

mail PO Box 1063 Bundaberg QLD 4670

If there is still a problem, you may be asked to put your problem in writing for referral to senior management.

If we are unable to resolve your complaint within 24 hours, we will acknowledge your complaint within 3 days and endeavour to resolve it within 21 working days. We will let you know if we need more time.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know. Should the complaint remain unresolved and become a dispute, we will inform you of your right to contact our external dispute resolution scheme, the Credit Ombudsman Service Limited (COSL). Their contact details are:

Credit Ombudsman Service Limited
PO Box A252, Sydney South NSW 1235

phone 1800 138 422

fax (02) 9273 8440

website www.cosl.com.au

19 disputed transactions »

A disputed transaction may include:

- an unauthorised Wide Bay Australia Visa debit card transaction - a transaction which you believe was not authorised by use of your Visa debit card;
- a general dispute - a transaction which you wish to dispute. This may include a transaction which has been processed to your Visa debit card more than once, or a transaction which was authorised by the use of your Wide Bay Australia Visa debit card which you wish to dispute.

Despite notifying Wide Bay of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your Visa debit card.

19.1 notification procedure for disputed transactions

You should immediately notify Wide Bay Australia of any disputed transaction.

Wide Bay recommends you promptly read each statement carefully as soon as you receive it. If applicable you may also wish to check your current transaction history via Wide Bay Australia 'smartlink' Internet, Mobile or Phone Banking.

Use the phone number printed on your statement or on the back of your Wide Bay Australia Visa debit card to report the disputed transaction. You must give Wide Bay any information you have about how the disputed transaction occurred. Wide Bay Australia may require you to confirm details in writing.

20 chargeback rights »

The Visa card scheme has a dispute resolution process that is contained in its' operating rules. This process sets out specific circumstances and timeframes in which a member of the scheme (eg. a financial institution) can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a 'chargeback right'.

This 'chargeback right' does not apply to transactions at EFTPOS terminals accessing your nominated account using the 'savings' or 'cheque' option.

Wide Bay's ability to investigate any disputed transaction on your Visa debit card, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules for the Visa card scheme.

While your dispute is being investigated by Wide Bay, the value of the disputed transaction will be withheld against your linked account until the dispute is resolved.

20.1 timeframes for notifying Wide Bay

The ability of Wide Bay to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes.

For this reason, you must report any disputed transaction to Wide Bay immediately or no later than 75 days after the date of transaction on your receipt. Wide Bay will only process a chargeback for you when you have notified Wide Bay of the disputed transaction within this required timeframe.

Where it can be shown that you have unreasonably delayed notifying Wide Bay, you may be liable for the loss on any disputed transaction.

Wide Bay will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Visa card scheme rules.

20.2 electronic transactions

If the Electronic Funds Transfer (EFT) Code is applicable to a disputed transaction, the timeframes above may not apply in certain circumstances.

The procedures for resolving disputed electronic transactions are set out in the booklet 'Your Guide to Wide Bay Australia's Accounts and Banking Services' Part C, Terms and Conditions for Wide Bay Australia's Accounts and Banking Services.

21 cancellation of your card »

21.1 cancellation by Wide Bay Australia

Wide Bay Australia may cancel your Visa debit card at any time without notice.

Once you are notified of the cancellation, you must not use your card. You must destroy it by immediately cutting it into several pieces ensuring that the magnetic stripe and chip is cut in half and disposing of it securely or alternatively you may return the card to Wide Bay.