

# Salary Packaging Card

TERMS AND  
CONDITIONS  
JULY 2019



**BankVic**

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VALID FROM 1 JULY 2019

This document applies to the Salary Packaging Card as issued by Police Financial Services Limited ABN 33 087 651 661 AFSL 240293  
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# SECTION 1 TERMS AND CONDITIONS

## 1. IMPORTANT INFORMATION

These cards are offered to you on the terms set out in this Terms and conditions booklet. They govern the use of the cards and all transactions on the accounts.

They relate to the Meals & Entertainment and Everyday Expenses Cards.

Your Employer has entered into an agreement for us to issue these cards. We are not responsible for your Employer making deductions from your salary, crediting your account or for any tax liability that may arise.

An account will be opened in your name and your Employer will deposit funds to it. However, you are not entitled to use the funds in the account until you use a card to enter into an authorised transaction. The funds in the account belong to the Employer and are available to make authorised purchases only.

Your salary deduction can only be used on your card after your Employer has deposited funds to the account opened in your name.

You may only use your card while you are employed by your current Employer. When your employment ends, your eligibility ends and we may cancel the card and return any funds in your account to your Employer.

If there is an overpayment to an account, or there are funds remaining at the end of the Fringe Benefits Tax year, we may repay the overpayment or surplus to your Employer.

When a card or a supplementary card (if applicable) is used in a transaction to acquire goods and/or services, we will process the transaction in accordance with the agreement we have with your Employer, including debiting the account to apply the funds deposited by your Employer in the manner directed by your Employer. By using your card, you consent to us doing so.

We make no representation or warranty about your tax liability relating to the use of your cards. You should obtain your own legal and accounting advice.

These cards are operated between the Employer, the FBT scheme and yourself with BankVic providing the card accounts.

## 2. INTRODUCTION

BankVic is the Issuing Bank appointed by your Employer who has permitted you to open accounts, under which Salary Packaging Card Accounts ("Cards") will be issued to individuals (and Additional Cardholders) who opt to use either or both of the following cards:

CARD*	PURPOSE
<b>Meals &amp; Entertainment Visa debit card</b>	Your Meals & Entertainment Card can be used to pay for restaurant meals and other eligible entertainment.
<b>Everyday Expenses Visa debit card</b>	Your Everyday Expenses Card can be used to access your benefit funds for most legal purchases, including everyday expenses such as groceries, petrol, clothing or bills

\* The generic name of the Cards may differ slightly where BankVic agrees to change the name on the card at the Employer's request. This will not change the operation or use of the Card.

## 3. USING YOUR ACCOUNT

You will be notified by your Employer of specific restrictions that apply to use of the Card by each Cardholder and Additional Cardholder. A general summary of transaction limitations is provided below.

Card purchases (point of sale)	✓
Card payWave (point of sale)	✓
Card online purchases (eCommerce)	✓
Direct Debit (Everyday Expenses Card)	✓
ATM Cash Withdrawals	✗
Cash Advances	✗
Branch Cash Withdrawal	✗
Balance transfers	✗
BPAY®	✗
Deposits to card account (other than from Employer)	✗
Restricted Merchants on both cards*	Yes

\* Use of the cards may be restricted to merchants approved by the Australian Taxation Office and / or your Employer.

You may only use your Salary Packaging Card (Meals & Entertainment) to pay for meals and entertainment expenses, within the meaning given to that expression in the Fringe Benefits Tax Assessment Act 1986. Meals and entertainment expenses are purchases representing entertainment by way of food or drink, or purchases of accommodation or travel in connection with, or for the purpose of facilitating entertainment.

The Salary Packaging Card (Everyday Expenses) is available for use with most eligible purchases.

A secondary card ("Additional Card") is also available for both the Everyday Expenses Card and the Meals & Entertainment Visa card, to the primary cardholder's account.

Transactions will be declined if there are insufficient funds in the account, or are for purchases which your Employer has disallowed to be paid from the Salary Packaging Cards.

It is recommended that you check with your Employer prior to your purchase to avoid putting up a manual claim or experiencing a declined transaction. Your Employer will be able to answer any questions regarding what are allowed or blocked transactions.

Any credit balance will accumulate and be available for spending until the end of March each year.

You may only use your Card while employed by your current Employer. You must tell us as soon as your employment ends. When your employment ends, your eligibility ends and we may cancel your cards and return any funds in your account to your Employer. Also, if there is an overpayment to an account, we may, at the request of your Employer, return it to your Employer. We are not responsible for any amount we repay to your Employer.

The following features are available on the Card accounts:

- Check balances and statements through our 24-hour online banking by accessing:
  1. Internet banking
  2. Mobile banking including the BankVic App
- EFTPOS and payWave transactions
- Ability to earn Qantas Frequent Flyer points on eligible transactions

No interest is payable on the Card accounts.

## 4. END OF FRINGE BENEFITS TAX YEAR

The Card can be used from the time the Card is activated until the fifth business day before the end of the Fringe Benefit Tax year when your Card will be deactivated. This is to allow any transactions made by you or your Additional Cardholder to be cleared and settled by Visa. Any funds not utilised will be transferred back to your Employer.

In the new Fringe Benefits Tax year, your Card will be reactivated once your Employer has deposited funds into the account.

## 5. SALARY PACKAGING

We make no representation or warranty about your tax liability relating to the use of the Salary Packaging Cards. For more details of the tax regulations, benefits and limits of salary to be packaged please refer to your Employer and/or financial adviser.

## 6. ELIGIBILITY AND CONDITIONS

To be eligible for a Salary Packaging Card, the Applicant must be authorised by their Employer. Your Salary Packaging Card is issued as a Visa Card, which you use to pay for transactions directly from your transaction account. This is the account to which your Employer will transfer agreed amounts. Other conditions include:

- All funds in the account remain the property of the Employer and we may remit them to your Employer when we see it appropriate, when your Employer tells us or when your current employment with the Employer ends.
- Your Employer may elect to choose a slightly different name for each card type. This does not impact your Fringe Benefit Tax entitlements or obligations, nor does it change the way your card operates.

## 7. RISKS

Use of the Salary Packaging Cards for purposes not authorised by your Employer or outside the scope of Australian Taxation Office guidelines may result in you incurring additional taxation liabilities or Employer charges (which will be collected either as additional salary packaging amounts or directly from you, depending on the circumstances). Cardholders will need to understand the obligations relating to their Employer's contributions and their permitted transactions.

All funds deposited within the accounts remain the property of the Employer. Unused funds will be returned to the Employer at the end of the Fringe Benefits Tax Year (31 March), if you are no longer employed by your Employer, and at the request of the Employer at any other time.

Unauthorised transactions can happen using the Card if it is lost or stolen, a Personal Identification Number ("PIN") is revealed to any other person, or as a result of fraud. You might not be able to get the money back if unauthorised or unintended transactions occur.

If electronic networks enabling the use of the Card are unavailable, you may not be able to undertake transactions or get information about the Card until the network becomes available again.

## 8. BEFORE YOU USE YOUR SALARY PACKAGING CARD

Please read these terms and conditions applying to:

- all transactions initiated by you through an Electronic Banking Terminal (which in this document refers to EFTPOS devices) by the combined use of your Card and a Personal Identification Number (PIN) or signature; and
- all other transactions (including internet transactions and Visa payWave transactions) effected with the use of your Card or Card number.

When you first receive your Card(s) mailed to your Mailing Address indicated in your BankVic Application Form for Salary Packaging (or via your Employer), your Card(s) are ready for use.

The first transaction you complete using your Salary Packaging Card, will be taken as your agreement to comply with the terms and conditions set out in this document.

You should be aware that a transaction may arise on your Card prior to you activating your Card (if required by us) in circumstances where a transaction is conducted manually or is below the Floor Limit where no electronic approval is required. In these circumstances, the balance in your

Account will be reduced by the amount of any transaction that is made in these circumstances.

These conditions apply to you and any Additional Cardholder.

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

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

Instead, return all Cards to us (cut in half for your protection, including cutting in half any chip on your Card).

If you fail to properly safeguard your Card and PIN you may increase your liability for unauthorised use (refer to section 10 for a list of circumstances where you may be held liable for unauthorised use of your Card).

If these conditions are not clear to you, contact us before using your Card or alternatively seek independent advice from your accountant or lawyer.

Information on current fees and charges that apply in relation to the use of your Card can be obtained on our website [bankvic.com.au](http://bankvic.com.au) or by contacting us on 13 63 73.

Words that are capitalised are defined in section 32 below.

## IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

If you fail to safeguard your Card or PIN, you may increase your liability arising from unauthorised Card use. We therefore strongly recommend that you:

- sign your Card immediately when you receive it;
- memorise your PIN and never store it with or near your Card;
- never write your PIN on your Card;
- never lend your Card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- 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 EFTPOS Device ( i.e. an "Electronic Banking Terminal");
- never leave your Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Card to the Visa card 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;
- if outside of Australia please call Visa Global Customer Assistance using Visa's worldwide network of toll-free numbers available on our and Visa's websites ([www.visa.com.au](http://www.visa.com.au)).
- before you leave on a trip make note of the toll-free emergency number for your destination and keep it with you, but separate from your card.
- keep a record of the Visa card 24 hour 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 Card by cutting it diagonally in half including cutting in half any chip.

Refer to section 20 below for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 20 below, rather than the security measures listed above, which are guidelines only.

## 9. APPLICATION OF CODES

We warrant we will comply with the requirements of the ePayments Code (the Code) as established or replaced from time to time by the Australian Securities and Investments Commission (ASIC). You can find a copy of the Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)). If you would like to know which industry codes of practice apply to the use of your Card or you would like to obtain a copy of any relevant code, you should contact us.

## 10. SIGNING YOUR CARD

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

## 11. REPORTING THE LOSS OR THEFT OF YOUR CARD

If you believe your 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

**BankVic 13 63 73**

(refer to our website for a list of the 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 us, as soon as you can, that you have made a report to the Visa Card 24-hour Emergency Hotline.

If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be our liability. To avoid further losses you are required

to continue to try to provide notification of your lost or stolen 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 us or the Visa Card 24-hour Emergency Hotline, we will continue to be liable for any loss occurring as a result of further unauthorised use of your Card.

If your Card is reported as lost or stolen, we will issue to you a replacement Card. You must give us a reasonable time to arrange cancellation and the issue of a replacement 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 Card with us by telephone or priority paid mail as soon as possible.

Alternately if outside of Australia please call Visa Global Customer Assistance using Visa's worldwide network of toll-free telephone numbers available on our and Visa's websites ([www.visa.com.au](http://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.

## 12. USING YOUR CARD

Your Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas.

We will advise you:

- what transactions your 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 Card by quoting your Card number.

Your Card may be used for these types of Electronic Funds Transfer (EFT) Transactions:

- paying merchants who offer EFTPOS facilities in Australia;
- and
- online transactions performed using a card number and expiry date.

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 organisation of the new details, they will continue to use the former details and future transactions may be declined.

You may only use your Card to perform transactions on your Salary Packaging Card Account.

If your Card is payWave enabled, then it may be possible for your Card to be used to pay for transactions that are under \$100.00 by using the Visa payWave functionality at Visa payWave participating merchants. Before authorising a Visa payWave transaction by waving your Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds \$100.00, you will be required to enter your PIN.

Your Card will be registered with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk. In certain circumstances, if your transaction is deemed to be very high risk, the transaction will be declined. If you are unable to validate your identity, your Card may be suspended. For assistance in these circumstances or to learn how your Card may be unsuspending, please contact us during normal business hours (refer to our website [bankvic.com.au](http://bankvic.com.au) for current business hours).

We do not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Card. You should always check with the relevant merchant that it will accept your Card before purchasing any goods or services.

You must not use your 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 Card is used or where the goods or services are provided. Should your Card be used for unlawful purposes, we may restrict you from accessing any available funds from your 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 we have reasonable grounds to suspect that such transaction(s) have occurred on your Account, we are obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your Card be used for unlawful purposes, we may restrict you from accessing any available funds from your Account.

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

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

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

Fraudulent transactions can arise from use of your Card or Card number. Where you advise us that a transaction that has been debited (deducted) from your Salary Packaging Card Account is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 22 of this document.

We are not responsible in the event that you have a dispute regarding the goods or services purchased using your Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 22 below for a list of circumstances when we can investigate disputed transactions) and attempt to obtain a refund for you.

## 13. 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 rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable when you make a transaction on your Card in a currency other than Australian dollars, or you make a transaction on your 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 us whether a currency conversion fee applies and the amount of this fee at the time you apply for your Card.

## 14. TRANSACTION LIMITS

You agree that you will NOT use your Card to:

- overdraw the balance in your Salary Packaging Card Account;

We:

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

Where we impose 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 we impose a new permanent minimum or maximum transaction limit, we will inform you of this change in accordance with the requirements set out in section 27 of these Terms and Conditions.

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 value that you may obtain using your Card.

## 15. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS

Certain transactions that you make using your Card may need to be authorised by us before they can proceed. In these circumstances, prior to the transaction being

completed, the relevant merchant's financial institution will obtain authorisation from us for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Account. If circumstances occur where authorisation is obtained by us but the relevant transaction is not completed, your available funds in your Account may be reduced for a period of time.

Transactions will not necessarily be processed to your 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.

We have the right to refuse authorisation for you to effect a transaction if:

- we have restricted access to your Salary Packaging Card Account in accordance with section 18 of these Terms and Conditions;
- in accordance with section 31 of these Terms and Conditions, we believe on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you overdrawing your balance in your Account.

## 16. ADDITIONAL CARDS

We may allow you to apply to us and request that an additional Visa card be given to your nominee (referred to as an Additional Cardholder). We are not obliged to grant any additional Cards. We are required to comply with all laws governing the issuing of debit cards (including identification and verification of any additional Cardholders in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2016 and other relevant legislation).

When we issue an Additional Card at your request:

- you must ensure that each Additional Cardholder receives a copy of this document and any updates we make from time to time, reads them and protects their card and PIN and any other passcode in the same way that this document requires you to protect your card and PIN and any other passcode. If an Additional Cardholder does not comply with the terms of this document, you will be liable (in the first instance) for all transactions carried out by use of the Additional Card.
- fraudulent or unauthorised transactions can occur on debit cards. Where you (or your Additional Cardholder) advise us that a transaction that has occurred on your Card or your Additional Cardholder's Card is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 22 below;
- you authorise us to give to any Additional Cardholder information about your accounts for the purposes of their use of the Additional Card. You also authorise us to act on the instructions of the Additional Cardholder in relation to their use of their Additional Card, except to the extent that any such instructions relate to the termination of your accounts or the replacement of an Additional Card following cancellation of that Card by you; and
- you can cancel the Additional Card at any time by cutting it in half diagonally including cutting in half any chip on your Card and either returning the pieces to

us and requesting the Additional Card be cancelled or by advising us that you have destroyed the Additional Card and disposed of the pieces securely. If you cannot destroy the Additional Card you should contact us by telephone and request that we place a "stop" on your Account.

If an Additional Cardholder does not comply with these conditions you will be in breach of the conditions set out in this document (refer to section 19 below).

## 17. RENEWAL OF YOUR CARD

We will forward to you and your Additional Cardholder a replacement Card before the expiry date of your current Card or Additional Card, provided that you are not otherwise in breach of the conditions set out in this document.

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

We may issue a new Card to you or your Additional Cardholder at any time. All reissued Cards are subject to the conditions within this document. We will typically do this in circumstances where we consider that the security of your Card or PIN may have been compromised or where we are required to issue new Cards to all our Cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement Card fee.

## 18. CANCELLATION OF YOUR CARD

We may cancel your Card issued to you and your Additional Cardholder at any time:

- for security reasons where your Card has been or is reasonably suspected by us 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 and you fail to remedy that breach within 14 days after receiving a written notice from us requesting you to remedy the breach;
- if you close your Account;
- if you cease to be a client or member of BankVic;
- if your Employer instructs BankVic to terminate the card. For example, a Cardholder is no longer employed at the Employer;
- if you alter the authorities governing the use of your Account (unless we agree otherwise).

We may also capture your Card at any Electronic Banking Terminal.

In these circumstances, we will notify you that your Card has been cancelled. Where possible, we will provide you with at least seven (7) days notice of our intention to restrict the ability for you to access any available funds from your Account by using your card.

You may cancel your Card or your Additional Cardholder's Card at any time by contacting us.

## 19. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR CARD

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

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

In some circumstances your Card may have pending transactions yet to settle on your account at the time of cancellation. You will be liable to us for the value of any transaction as well as any reasonable costs incurred by us in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by us.

Where a Card has been cancelled by your Employer or BankVic, or you have terminated the Card Account under this clause:

- the Card and the Additional Card must not be used;
- Any unspent amounts on cancellation of your Card or termination of the Card Account will be transferred back to the Employer's account;
- You have no entitlements to the credit balance of the Card Account following such cancellation or termination.

## 20. YOUR LIABILITY IN CASE YOUR CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

1. You are not liable for any loss arising from unauthorised use of your Card:
  - a. where the losses are caused by the fraudulent or negligent conduct of:
    - i. BankVic;
    - ii. our employees or agents;
    - iii. companies involved in networking arrangements;or
  - iv. merchants or agents or employees of merchants;
- b. before you have actually received your Card and/or PIN (including a reissued Card and/or PIN);
- c. subject to section 19, where the losses relate to any component of your 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 Account;
- e. after you have reported your Card lost or stolen or reported the breach of the security of your PIN;



- f. if you did not contribute to any unauthorised use of your Card;  
or
  - g. if the unauthorised transaction was made using your Card information without use of your actual Card or PIN.
2. For the purpose of section 20(1)(b), there is a presumption that you did not receive your Card unless we can prove that you received your Card by, for example, obtaining an acknowledgment of receipt from you or (if applicable) obtaining record of your activating your Card.
  3. For the purpose of section 20(1)(f), we will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your 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 Card;
    - d. wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Card or likely to be lost or stolen at the same time as your Card;
    - e. allowed anyone else to use your Card;
    - f. unreasonably delayed notification of:
      - i. your Card or PIN record being lost or stolen;
      - ii. unauthorised use of your Card; or
      - iii. the fact that someone else knows your PIN; or
  4. Where a transaction can be made using your Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Card.
  5. If we can prove on the balance of probability that you have contributed to the unauthorised use of your Card under section 20(3) 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 us under any pre-arranged credit facility);
    - b. your account balance (including the unused portion of any credit limit provided by us under any pre-arranged credit facility);
    - c. an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Card or breach of PIN security, up to and including the day you make your report; or
    - d. the amount for which you would be held liable if any Card scheme rules, such as Visa's scheme rules, applied (if you wish to find out what Card scheme rules apply to transactions made using your Card, please contact us).
  6. In assessing your liability under section 20(5)(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.
  7. 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 Card, your liability will be the lesser of:
    - a. \$150, or a lower figure determined by us;
    - b. your account balance (including the unused portion of any credit limit provided by us under any pre-arranged credit facility);
    - c. the actual loss at the time we are notified of the loss or theft of your Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
    - d. the amount for which you would be held liable if any card scheme rules, such as Visa's scheme rules, applied (if you wish to find out what card scheme rules apply to transactions made using your Card, please contact us).
  8. In assessing your liability under this section 20:
    - a. we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
    - 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;
    - c. the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Card number and the expiry date on the front of your Card) is not relevant to your liability; and
    - d. the portion of losses incurred that you and the Financial Institution had not agreed could be accessed using the Card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
  9. Your liability for losses occurring as a result of unauthorised use will be determined under the Code. The guidelines set out at the beginning of this document, are the minimum suggested security measures you should take. If you disagree with our resolution process, you should contact us and request that we review our decision in accordance with section 22.

## 21. VISA ZERO LIABILITY

In addition to the limits placed on your liability pursuant to the Code and described in section 20 above, Visa's scheme rules provide that we, as the financial institution 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 Card, by you to us);

- you have not contributed to any loss caused by unauthorised use of your Card as described in section 20(3); and
- you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

Where this Visa zero liability section applies, we 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 us;
- you are not otherwise in default or have breached these Conditions of Use; or
- we have not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - i. the conduct of the Account;
  - ii. the nature and circumstances surrounding the unauthorised transaction(s); and
  - iii. any delay in notifying us of the unauthorised transaction(s).

Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us where we consider that this section shall not apply as a result of that investigation. In making any determination in respect of this section, we will comply with the requirements of section 22 of this document.

## 22. RESOLVING ERRORS AND DISPUTES

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 us or the Visa card 24 Hour Emergency Hot Line as explained in section 11. As soon possible, you must also provide 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;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- the names of other users authorised to operate the Account;
- details of whether your Card is signed and PIN is secure; and
- any other details required by us.

However, if we are unable to settle your complaint within 5 Business Days, we will advise you in writing of the procedures for further investigation and resolution under our Internal Dispute Resolution Scheme and may request further relevant details from you.

Within 21 Business Days of receiving these further relevant details from you, we will:

- advise you in writing of the results of our investigations; or
- advise you in writing that we require further time

(not exceeding a further 24 days) to complete our investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where we investigate the relevant transaction under the relevant scheme rules that apply (for example, Visa's scheme rules).

If we find that an error was made, we 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. We are a party to an industry dispute resolution scheme; and
2. that scheme provides a matter can be heard under the scheme if we do not give a final decision on the matter within a specified time,

we 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 we advise you of the outcome of our investigations, we will:

- give you reasons in writing for our decisions by reference to this document and the Code;
- advise you of any adjustments we have made to your 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 our decision.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your Card, we will:

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

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part, or all, of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

We have the ability to investigate disputed transactions which occur on your 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, a credit union, 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, our 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 us as soon as you become aware of a disputed transaction.

For disputed transactions made outside the Visa scheme rule timeframes, BankVic is still obliged to investigate the claim and apply the liability provisions to which it is contractually bound under the ePayments Code.

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 believe a transaction has been duplicated; or
- if you are not satisfied with the decision, you may wish to take the matter further.

You may for instance contact the Australian Financial Complaints Authority (AFCA) or any other dispute resolution body which we utilise and advise from time to time. The AFCA's contact details are:

1800 931 678 (free call), [info@afca.org.au](mailto:info@afca.org.au) or  
GPO Box 3, Melbourne, Victoria 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

## 23. MALFUNCTION

Other than to correct the error in your Account and the refund of any charges or fees imposed as a result, we 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 Card and sign a voucher. The voucher authorises us to debit your Account with the amount of the transaction (which will reduce the balance in your Account).

## 24. STATEMENTS AND RECEIPTS

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

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

We will provide a statement of the account through our Internet banking for each calendar month where there is any financial activity on the account. In all cases we will provide you with an electronic statement of the account at least every 6 months.

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

## 25. FEES AND CHARGES

We reserve the right to charge a fee in accordance with the agreement we have with your Employer, for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. We are authorised to debit your Account with those fees (which will reduce the balance in your Account).

If you consider that we have incorrectly charged a fee or charge, you may dispute this by contacting us in accordance with section 12. Any incorrectly charged fee or charge will be reversed by us.

You will be advised by us of any applicable fees and charges at the time you apply for your Card. These fees and charges may change from time to time and you will be notified of new fees in accordance with section 27.

Details of applicable fees and charges, including;

- card replacement fee for replacement cards issued in Australia and 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 our fees and charges which is available on our website [bankvic.com.au](http://bankvic.com.au) or on request;

In some circumstances, BankVic and your Employer may enter into arrangements where the manner in which the fees are charged and/or the amount charged differs to those specified in this document. Your Employer will advise you of these charges.

Fees and charges for this product are located on the BankVic website [bankvic.com.au/salarypackaging](http://bankvic.com.au/salarypackaging)

## 26. GOVERNMENT FEES AND CHARGES

We reserve the right to pass on any fees, charges, duties and taxes that are imposed on the use of your Card by government or by any regulatory authority. We are also authorised to debit your Account with those fees, charges, duties and taxes (which will reduce the balance in your Salary Packaging Card Account).

## 27. CHANGES TO CONDITIONS OF THIS PRODUCT

We reserve the right to change the Terms and Conditions and to vary the fees and charges that apply to your Card. If you wish to cancel your Card as a result of any change or variation we make, you must contact us to cancel your Card. In these circumstances, you will not be charged any additional fees or charges associated with us cancelling your Card. If you retain and use your Card after notification of any changes, your use of your Card shall be subject to those changes.

We 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 account permitted at Electronic Banking Terminals;
- impose a fee or charge;
- increase a fee or charge; or
- increase your liability for unauthorised use.

The notice period for other variations will be in accordance with the industry code of practice.

We may notify you of changes either through:

- a letter or other direct communication to your last

known address;

- notification through electronic means;
- notices on, or sent with account statements;
- announcement in our newsletter;
- notice on our website;
- press advertisements;
- notices on Electronic Banking Terminals or in branches.

In addition, in the last three cases, we will 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.

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

## 28. OTHER GENERAL CONDITIONS

These Terms and Conditions govern your Card's access to and each transaction on your Salary Packaging Card. The Terms and Conditions will prevail except to the extent they are contrary to any applicable legislation, the Code or any relevant industry code of practice.

You may not assign your rights under these Terms and Conditions to any other person. We may assign our 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 fairer dispute resolution procedure than us. If we assign or transfer the rights under these Terms and Conditions, the Terms and Conditions will apply to the transferee or assignee as if it were named as us. If we assign the Terms and Conditions, we will provide you with notice and you will be able to cancel your Card as a result of this assignment without being charged any fees or charges associated with us cancelling your Card.

## 29. PRIVACY

You agree that information about you (including credit Information about you and the account) may be given to and obtained from any credit reporting agency, other credit providers, and person providing services in connection with the administration of your application or account (including your Employer) or given to any person for the marketing of our services or those of any body corporate related to us.

## 30. THIRD PARTY DISCLOSURE

We may provide your personal information to:

- Your Employer - this will consist of account transaction and balance information to confirm adherence to your Employer's FBT compliance requirements;
- 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 Card or Card number or third parties using your Card or Card number.

You consent to us 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 Card, you agree that your personal information and transaction details may be sent overseas.

## 31. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML)

You agree that:

- where required, you will provide to us all information reasonably requested by us in order for us to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on us pursuant to the AML Legislation and the Visa scheme rules;
- we may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- we 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 Legislation, any Visa scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by us in accordance with this section 31, you agree that We are not liable for any loss suffered by us, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of us taking this action; and
- we will monitor all transactions that arise pursuant to your use of your Card in accordance with our obligations imposed on us in accordance with the AML Legislation and the Visa scheme rules.

## 32. DEFINITIONS

**Account** means an account (or accounts) you have with us to which you may obtain access by use of the Card.

**Additional Cardholder** means the person(s) who from time to time is/are issued with an additional Card for use on the Account.

**AML Legislation** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated

rules, regulatory guides and regulations.

**BankVic** is the trading name of Police Financial Services Limited ABN 33 087 651 661 AFSL 240293 Australian Credit Licence 240293.

**Business Day** means a day that Police Financial Services Limited is open for business, excluding Saturdays, Sundays and public holidays.

**Card** refers to your Visa Debit Card on the BankVic Salary Packaging Account. Two Cards are offered: 1. Meals & Entertainment Card; and, 2. Everyday Expenses Card.

**Code** means the ePayments Code.

**EFTPOS** means an electronic funds transfer at point of sale.

**EFTPOS Device** means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your Card).

**Electronic Banking Terminal** means an EFTPOS Device.

**Floor Limit** means an amount above which a payment using an EFTPOS Device requires approval by us in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

**Fringe Benefits Tax** year means the 12 month period ending on 31 March each year.

**PIN** means the secret Personal Identification Number relating to a Card.

**Police Financial Services Limited ABN 33 087 651 661 AFSL 240293 Australian Credit Licence 240293** means the financial institution trading as BankVic at which you hold your Account, and who issued you with your Card.

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 12.

**Visa** means Visa Worldwide PTE. Limited.

**Visa card** also known as **Card** means a plastic debit card issued by us to enable electronic access to your Account and includes all additional Visa cards issued to any Additional Cardholder.

**Visa card number** means the unique number assigned by us to each Card and which is recorded on that Card.

**Visa payWave** refers to the contactless method by which a Card may be used to complete a transaction by waving the Visa card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

**We, our** and **us** means Police Financial Services Limited

**You** and **your** means the person that has a Account with us and has been issued with a Card.

## 33. INTERPRETATION

For the purposes of this document, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Melbourne.

A reference to:

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

# SECTION 2 QANTAS REWARDS PROGRAM

## 1. BANKVIC SALARY PACKAGING QANTAS REWARDS PROGRAM

If you hold a BankVic Salary Packaging Card you will be eligible to earn Qantas Points on Eligible Purchases. Qantas points earned will automatically be credited to your Qantas Frequent Flyer Account once a month, once you provide us with your Qantas Frequent Flyer membership number. You must be a minimum of 18 years of age, an Australian resident, residing in Australia, and a member of the Qantas Frequent Flyer program to be eligible to participate in the BankVic Salary Packaging Qantas Rewards Program.

Your Qantas Frequent Flyer membership number must be provided to BankVic within twelve months of your BankVic Salary Packaging Card approval. If you provide us with your Qantas Frequent Flyer membership number at a later date you will be entitled to claim Qantas Points only in relation to transactions made during the 12 months immediately preceding the date you notify BankVic of your Qantas Frequent Flyer membership number, in addition to the Qantas Points you will earn from future purchases.

Please note that the Qantas Frequent Flyer membership must be in the same name as the primary account holder on the Card. To become a Qantas Frequent Flyer member, you can apply at the same time you apply for your BankVic Salary Packaging Card, via [bankvic.com.au/salarypackaging](http://bankvic.com.au/salarypackaging)

## 2. HOW DO YOU EARN QANTAS POINTS?

You will earn Qantas Points on Eligible Purchases which will automatically be credited to your Qantas Frequent Flyer Account once a month.

Where your purchase is an Eligible Purchase, we will include any GST as part of the purchase price, for the purpose of calculating your Qantas Points. You and the Additional Cardholder can earn Qantas Points for Eligible Purchases however these Qantas Points are solely for your benefit.

### EARNING QANTAS POINTS

Qantas Points earned per transaction AUD \$20 and over spent on Eligible Purchases	5
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Eligible Purchases	Qantas Points are earned on all purchases made using the Card Account except the exclusions in clause 3.
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## 3. WHAT RESTRICTIONS APPLY TO EARNING QANTAS POINTS?

The following are not Eligible Purchases, and you will not earn Qantas Points in respect of them:

PURCHASES THAT DO NOT EARN QANTAS POINTS	
	<ul style="list-style-type: none"><li>• transactions of a value under \$20</li><li>• bank fees and charges;</li><li>• transactions we decide are disputed due to being fraudulent or which involve an abuse of your Card Account</li><li>• foreign exchange purchases;</li><li>• travellers cheques;</li><li>• utility Bills paid in person or at Australia Post</li><li>• all purchases for gaming or gambling transactions including gambling chip purchases and online gambling purchases;</li><li>• Government charges (other than GST payable in connection with the purchase of goods or services on which you earn Qantas Points);</li><li>• Business Related Expenses; and</li><li>• any other transactions which from time to time may be excluded by us.</li></ul>

When a refund or reimbursement for charges previously incurred on your Card Account (whether paid or not) is provided, for example when you return goods, we will reduce your Qantas Points by the corresponding amount of the Qantas Points credited to your Card Account.

## 4. WHEN DO THESE TERMS AND CONDITIONS APPLY?

You are to be bound by these terms and conditions as soon as you or an additional cardholder first use the BankVic Salary Packaging Card in accordance with the Card Account's Terms and Conditions. It is your responsibility to read and understand this document, prior to you or an additional cardholder using your BankVic Salary Packaging Card. If you have any difficulty reading or understanding these, please contact us for further assistance or alternatively seek independent legal advice.

## 5. BANKVIC SALARY PACKAGING QANTAS REWARDS PROGRAM

### 5.1 OVERVIEW

You will, subject to this clause 5, earn Qantas Points for Eligible Purchases. The rate of accrual of Qantas Points is set by BankVic in its absolute discretion and is subject to

change from time to time. Any such changes will be notified to you in accordance with clause 9 of these Terms and Conditions.

## 5.2 CREDITING OF QANTAS POINTS

Subject to this clause, Qantas Points you earn will be credited once a month to the nominated Qantas Frequent Flyer Account. Qantas Points will normally be credited within 15 business days of the end of each statement period for the Card Account. Once credited, they can be used immediately.

However, we accept no responsibility for loss or damage if Qantas Points are not credited or available for use within this time.

In addition, Qantas Points will not be credited where your Card has been reported lost or stolen.

Once Qantas Points are credited to your Qantas Frequent Flyer Account they are governed by the terms and conditions of the Qantas Frequent Flyer Program.

For queries of Qantas Points not appearing on your Card statement (or not being credited to your Qantas Frequent Flyer Account) please contact BankVic on 13 63 73. If you have any of the following queries, or complaints regarding:

- the use of your Qantas Points
- the process for redeeming Qantas Points through the Qantas Frequent Flyer Program

Please contact the Qantas Frequent Flyer Service Centre on 13 11 31 or visit [Qantas.com/frequentflyer](https://qantas.com/frequentflyer). For the terms and conditions of the Qantas Frequent Flyer Program visit [qantas.com/terms](https://qantas.com/terms).

We are not responsible for the Qantas Frequent Flyer Program in any way. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer Program, we will not be responsible for the impact this may have on Qantas Points earned through the BankVic Salary Packaging Qantas Rewards Program.

Qantas Points are not property and do not have any monetary value except in respect of the value assigned to them by us.

Qantas Points may not be converted or redeemed for cash, sold, transferred, assigned or otherwise dealt with except in accordance with this document.

## 5.3 MEMBERSHIP OF QANTAS FREQUENT FLYER PROGRAM

To earn Qantas Points you must be a member of the Qantas Frequent Flyer Program. You must provide your Qantas Frequent Flyer membership number and any other membership information requested by us. In order for your Qantas Frequent Flyer Account to be credited with Qantas Points earned through the BankVic Salary Packaging Qantas Rewards Program.

Being a BankVic Salary Packaging Card Account Holder does not mean you automatically receive membership of the Qantas Frequent Flyer Program.

## 5.4 YOUR QANTAS FREQUENT FLYER ACCOUNT

Your Qantas Frequent Flyer Account must be active in order for us to credit Qantas Points to your Qantas Frequent Flyer Account through the BankVic Salary Packaging Qantas Rewards Program. Qantas Points may only be credited to a Qantas Frequent Flyer membership account in the name of the Account Holder.

If Qantas Points cannot be credited because the Qantas Frequent Flyer membership information you provided to us is not correct or is invalid, the automatic crediting of your Qantas Points will not take place until you have provided us with valid Qantas Frequent Flyer membership information.

## 5.5 HOW DO YOU KEEP TRACK OF YOUR QANTAS POINTS?

You will be able to view the Qantas Points earned for the statement period on your BankVic Salary Packaging Card statement. We may adjust your total Qantas Points (backdating the adjustment if necessary) if Qantas Points have been incorrectly credited or debited for any reason. This adjustment, in most cases, will occur before they have been credited to your Qantas Frequent Flyer account.

You should refer to your Qantas Frequent Flyer Account to view your account balance of Qantas Points, which is accumulative. These Qantas Points are available to be redeemed. To view your Qantas Frequent Flyer Account please go to [qantas.com/frequentflyer](https://qantas.com/frequentflyer).

## 5.6 MEMBER ASSISTANCE

If you have a query about:

- these Terms and Conditions;
- Qantas Points not showing up on your Card Statement (or not being credited to your Qantas Frequent Flyer Account);
- your Card Account; or
- your Card Account Statement

Please call BankVic on 13 63 73.

## 6. QANTAS POINTS EXCLUSIONS AND CANCELLATIONS

You will not earn Qantas Points in respect of an Eligible Purchase (and we may correct your BankVic Salary Packaging Card Statement by deleting or reversing any Qantas Points invalidly awarded) if:

- you become bankrupt;
- your Card has been reported lost or stolen and a lost or stolen status has been placed on your Card Account;
- we cancel your Card or terminate your Card Account for any reason;
- we reasonably decide that you or an Additional Cardholder are behaving fraudulently;
- a transaction relates to the conduct of a business, the Card is used to make business-related purchases (including any purchases of a personal business nature) or we reasonably believe the Card is used to purchase goods or services for Business Related Expenses; or

- you breach the conditions of your Card Account or these Terms and Conditions.

We will not allocate Qantas Points (and may reverse an allocation of Qantas Points) in respect of any Eligible Purchase which is the subject of cancellation, refund or return. The Rewards Statement may also be adjusted to correct billing errors or disputes. Any reversal of Qantas Points will be reversed at the rate at which they were earned.

Qantas Points may be cancelled if:

- we reasonably suspect that you or an Additional Cardholder are behaving fraudulently; or
- the Account Holder dies.

If your Card Account is closed or access to it is cancelled and you have not provided us with your Qantas Frequent Flyer membership number, then you have 30 days from the date of closure or cancellation of access within which to supply your Qantas Frequent Flyer membership number so that the Qantas Points earned can be credited to your Qantas Frequent Flyer Account. If you do not supply your Qantas Frequent Flyer membership number within this time frame, all Qantas Points earned will be cancelled immediately on expiration of the 30 day period without prior notification.

## 7. DISPUTED STATEMENTS AND GENERAL DISPUTE RESOLUTION PROCEDURE

### 7.1 HOW WILL ANY ERRORS, MISTAKES AND DISPUTES BE HANDLED?

It is your responsibility to check the accuracy of information in your BankVic Salary Packaging Card Statement and to notify us promptly in writing if you dispute any information in the Salary Packaging Card Statement.

If you have a dispute or complaint about the BankVic Salary Packaging Qantas Rewards Program, please call BankVic on 13 63 73. You may also contact our Complaints Officer at, GPO Box 2074 MELBOURNE VIC 3001, who will deal with any complaint according to established guidelines and will ensure fairness to all our customers.

If you have a complaint in relation to this rewards program, you must notify us within three months of the issue of your Statement of Account. We may require you to confirm details of your complaint in writing and to provide supporting material.

A copy of our Complaints Dispute Resolution Guide, which details our procedures, is available on our website [bankvic.com.au](http://bankvic.com.au), from any branch, or by calling BankVic on 13 63 73.

If you are not satisfied with our handling of your complaint or the decision, there is also an external dispute resolution procedure available to you as we are a member of the Australian Financial Complaints Authority (AFCA) who can

be contacted at:

1800 931 678 (free call), [info@afca.org.au](mailto:info@afca.org.au) or

GPO Box 3, Melbourne, Victoria 3001, or [afca.org.au](http://afca.org.au) provides for online complaint forms.

## 8. TERMINATION

We can cancel the BankVic Salary Packaging Qantas Rewards Program after providing you with 30 days written notice.

If the BankVic Salary Packaging Qantas Rewards Program is terminated by us under this Clause 8, Qantas Points earned up until the cancellation of the BankVic Salary Packaging Qantas Rewards Program will be credited to your Qantas Frequent Flyer Account.

If you have not provided us with your Qantas Frequent Flyer membership number, you have 30 days from the date of the cancellation of the BankVic Salary Packaging Qantas Rewards Program to provide us with this number. If you do not supply your Qantas Frequent Flyer membership number within this time frame, all Qantas Points earned will be cancelled immediately on expiration of the 30 day period without prior notification.

## 9. CHANGES TO THESE TERMS AND CONDITIONS AND THE BANKVIC SALARY PACKAGING QANTAS REWARDS PROGRAM

We can change any or all aspects of the BankVic Salary Packaging Qantas Rewards Program as applicable (including these Terms and Conditions) at any time without your consent.

Changes we may make include a change to:

- the way you can earn Qantas Points;
- the way Qantas Points are credited to your Qantas Frequent Flyer Account; or
- the number of Qantas Points you can earn for using your Card Account.

We will provide you with at least 30 days written notice of any material changes to these Terms and Conditions (including any material changes to the BankVic Salary Packaging Qantas Rewards Program). You agree that we may give you such notice in writing by publishing the notice on the BankVic website located at [bankvic.com.au/salarypackaging](http://bankvic.com.au/salarypackaging)

If you are not satisfied with any change or variation in the BankVic Salary Packaging Qantas Rewards Program or these Terms and Conditions, or for any reason wish to withdraw from the BankVic Salary Packaging Qantas Rewards Program, you may close your Card Account.



We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time. You agree that you consent to such novation when you (or an Additional Cardholder) first use your Card or Card Account after we notify you of the novation.

We have no liability to you for any disruption to the BankVic Salary Packaging Qantas Rewards Program or any delay or inability to provide Qantas Points caused by circumstances outside our control, such as strikes or industrial action, Acts of nature, floods, weather, aircraft unavailability or unavailability, or war or civil disturbance.

## 10. HOW DO WE COMMUNICATE WITH EACH OTHER?

Notice of any change to these Terms and Conditions will be communicated to you by the website, the Card Statement or by written notice to the address you have given us for the purposes of your Account. You must tell us if you change your address so that correspondence is sent to the correct address.

You should address all correspondence in relation to the BankVic Salary Packaging Qantas Rewards Program to:

BankVic Qantas Rewards, GPO Box 2074, MELBOURNE VIC 3001 or to such other address as is advised to you from time to time.

## 11. YOUR RESPONSIBILITY TO PAY ANY COSTS

It is your responsibility to determine the tax impact on you of receiving Qantas Points. We do not accept any responsibility for any income tax liability you may incur under the BankVic Salary Packaging Qantas Rewards Program.

If we introduce a new fee, we will notify you in advance.

## 12. LIMITATION ON LIABILITY

Our failure to enforce a term of these Terms and Conditions does not mean we waive that term.

Nothing in these Terms and Conditions prevents you from being a member of any other reward program.

## 13. ADDITIONAL PRIVACY ACKNOWLEDGMENT AND CONSENT

You authorise us, the Operator of the BankVic Salary Packaging Qantas Rewards Program, Qantas, and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate to access, collect and use information about you in connection with the BankVic Salary Packaging Qantas Rewards Program including:

- personal details such as your name, address, date of birth, email address and occupation;
- transaction or event information resulting in Qantas Points being credited or debited;
- the number of Qantas Points credited or debited;
- the number of Qantas Points you earn;
- things you tell us about the BankVic Salary Packaging Qantas Rewards Program; and
- your Qantas Frequent Flyer membership number.

Further, you acknowledge and authorise BankVic, the Operator of the Rewards Program and Qantas to exchange your personal information (including your name, address, email address, date of birth and Qantas Frequent Flyer membership details). You acknowledge that the exchange of this information is necessary and will be limited to that which is necessary to ensure that Qantas Points can be credited to your Qantas Frequent Flyer Account and that you can be provided with the benefits of the Qantas Frequent Flyer Program (subject to the terms and conditions of the Qantas Frequent Flyer Program). We agree not to use or disclose any of the information referred to above except in connection with:

- administering the BankVic Salary Packaging Qantas Rewards Program; or
- providing services relating to the BankVic Salary Packaging Qantas Rewards Program; or
- planning and research of our services; or
- promotion and marketing (whether targeted, direct or indirect) of our services and the goods or services of us or any other person.

You consent to us disclosing your information to any party to facilitate the above purposes. You may view the BankVic Privacy Policy at [bankvic.com.au/salarypackaging](http://bankvic.com.au/salarypackaging) or by calling us on 13 63 73 or by going into a BankVic branch.

# 14. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

**Account Holder** means the person in whose name a Card Account is kept and who is responsible for all transactions on the Card. An Account Holder is not an Additional Cardholder.

**Additional Cardholder** means a person to whom a Card is issued at your request and who is authorised to transact on the Card Account.

**BankVic Salary Packaging Qantas Rewards Program** means the rewards program operated by us which allows you to earn Qantas Points which are directly credited to your Qantas Frequent Flyer Account in accordance with these Terms and Conditions.

**Business Related Expenses** means those purchases that are not made for personal, domestic or household purposes.

**Card** means a BankVic Salary Packaging Card issued by us that we deem eligible to participate in the BankVic Salary Packaging Qantas Rewards Program, but excludes all of our other debit and credit cards.

**Card Account** means a Card account held by you with us.

**Each Year** means each successive period of 12 monthly statements.

**Eligible Purchases** means purchases made using the Card Account which are not excluded under Clause 3 of this document from earning Qantas Points.

**Qantas Points** means the points in the Qantas Frequent Flyer Program earned as a result of you or an Additional Cardholder making an Eligible Purchase from merchants accepting your Card, subject to the restrictions in Clause 3.

**Qantas** means Qantas Airways Limited ABN 16 009 661 901.

**Qantas Frequent Flyer Account** means the account established by Qantas to record an individual's membership entitlements of the Qantas Frequent Flyer Program.

**Qantas Frequent Flyer Program** means the loyalty program, operated by Qantas, known as the "Qantas Frequent Flyer Program".

**Rewards Statement** means the record established by us in your name and printed on your Card statement for the purpose of informing you about the Qantas Points you have earned during the statement period (which are to be credited to your Qantas Frequent Flyer Account in accordance with clause 5).

**we, us, our** or **BankVic** means Police Financial Services Limited ABN 33 087 651 661 AFSL 240293 Australian Credit Licence 240293, trading as BankVic, whose principal place of business and registered office is at 215 Spring Street, Melbourne, Vic 3053.

**Website** means the BankVic website located at [www.bankvic.com.au](http://www.bankvic.com.au)

"**you**" and "**your**" mean the Account Holder.

Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of our cards, will have the same meaning in these Terms and Conditions.

The singular includes the plural and vice versa.

A reference to anything includes the whole and each part of it.

The words '**including**' or '**such as**' when introducing an example does not limit the meaning of the words to which the example relates to or to examples of a similar kind.

# SECTION THREE

## FEES AND CHARGES

Fees and Charges for the BankVic Salary Packaging Card are set below and are effective from March 2018.

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### STANDARD FEES

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Card fee per annum	\$30
Additional Card fee	\$10

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### OTHER FEES AND CHARGES

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Card Replacement Fee in Australia (Lost / Stolen / Damaged)	\$10
Visa international transaction currency conversion fee	3.65%
Disputed transactions	\$25
Statement copy fee	Free

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