

# Terms & Conditions Visa Debit Card

**Effective Date** 15 February 2020



# Contents

Introduction	3
Definitions	3
Changes to the terms and conditions	4
When you receive your card	5
How to keep your card safe	5
Using the card	5
Transaction limits	6
Fees and Charges	7
How to report a lost or stolen card or unauthorised use	7
Account Statements	7
Liability	7
Cancelling your card	9
Privacy	9
ePayments Code	9
Banking Code of Practice	9
System Malfunction	10
Complaints and feedback	10
Recurring payment arrangements	11
Visa Secure	12
Exclusions of warranties	12
Chargebacks	12
Digital wallet terms of use	13

MyState Bank Limited (MyState Bank)

ABN 89 067 729 195

AFSL 240896

Australian Credit Licence Number 240896

A wholly owned subsidiary of MyState Limited

ABN 26 133 623 962

This document is part of the disclosure documents for MyState Bank's Visa Debit Card.

The other documents for this product are:

- Terms and Conditions for Deposit Accounts.
- Fees and Charges for Deposit Accounts.
- Interest Rates for Personal Deposit Accounts.

You should read all documents carefully and retain them for future reference. Copies of these documents can be made available to you on request from MyState Bank.

# Introduction

These terms and conditions explain your rights and our responsibilities to you as a customer when you access any of our deposit account products, including our no longer offered products, via a Visa Debit Card.

The Visa Debit Card is a non-cash payment facility that can be used to perform transactions on your linked account(s) to complete EFT transactions.

Once you have applied for a Visa Debit Card with us and use it to complete transactions this means that you agree to these terms and conditions. These are to be read together with the linked account specific terms and conditions.

The Visa Debit Card enables you to:

- make purchases at all retail outlets which accept Visa Card, EFTPOS, over the phone or via the internet;
- withdraw cash at an ATM displaying the Visa logo;
- undertake transactions at our branches.

Please note that the Visa Debit Card is not a credit card, you will need to have sufficient money available to cover your purchase/withdrawal.

## Definitions

The following definitions apply when reading these terms and conditions.

- **We/us/our** is MyState Bank.
- **You/your/user/cardholder.**  
The customer or account owner and can be individuals or a business authorised to be issued a card linked to your account.
- **ATM** is an automatic teller machine
- **Card** means your Visa Debit Card
- **Card details** is the information on the card and includes, but not limited to, the card number and expiry date.
- **Day** means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
- **Digital Wallet** is an electronic device that allows a transaction
- **EFT** means Electronic Funds Transfer

- **EFT System** means the shared system under which EFT Transactions are processed.
- **EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on our behalf or any third party for use with a card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.
- **EFT Transaction** means an electronic funds transfer instructed by you or your Additional Cardholder through Electronic Equipment using your card and/or PIN or Card Details but not requiring a manual signature.
- **Electronic Equipment** includes, but is not limited to, a computer, television, telephone and an EFT Terminal.
- **Linked Account** is the account(s) which you linked to your card, and includes any overdraft or line of credit which you may be attached to your account.
- **Merchant** is a retailer or any other provider of goods or services offering card payment services.
- **PIN** is the personal identification number we issued to you to use with your card when giving an instruction through Electronic Equipment.

## 1. Changes to the terms and conditions

We may change the terms and conditions regarding your card.

We will give you at least 30 days prior notice (longer if we are required to by law or any code we subscribe to) if we:

- Change the daily card limit;
- Introduce or change a fee; or
- Increase your liability for losses in relation to transactions made with your card.

We will tell you all other changes no later than the day the change takes effect. We will tell you by either:

- Writing to you; or
- Advertising in a national or local newspaper; or
- Giving you notice in another manner allowed by law.

We are not required to give you advance notice if an immediate change to the terms and conditions is needed for the security of accounts or the processing of transactions

## 2. When you receive your card

Once you receive your card and PIN in the mail you will need to:

- Sign the back of the card; and
- Activate the card.

## 3. How to keep your card safe

We suggest you take note of the following tips to keep your card safe and prevent any unauthorised transactions from occurring:

- Never let your card, digital wallet or other electronic device leave your sight when paying for something – especially when overseas;
- Never give your PIN to anyone else;
- If you change the PIN for your card do not use identifiable numbers which could be easily guessed by someone else. Such as your birth date or phone number;
- Never write your PIN down;
- Monitor your account to make sure no unauthorised transactions have occurred, you can do this via Online Banking and Phone Banking, or your statement; and
- If your renewal card doesn't arrive as expected or you lose your card, you contact us as soon as possible.

## 4. Using the card

### Within Australia

You can use your card anywhere the Visa or Eftpos symbol appears however we cannot guarantee that all merchants or EFT Terminals will accept your card. We are not responsible if a merchant or another financial institution refuse to accept your card or have restrictions on the use of your card.

Your linked account will be debited the amount of your purchase or withdrawal, these will not necessarily be processed on the same day as the transaction.

If the linked account is joint, you are jointly liable for transactions on that account.

### Outside of Australia

Before travelling overseas we ask that you let us know your travel details so we can prevent your card being blocked as a safety measure. We can then also provide you the relevant hotline of the country you are visiting should you lose your card while travelling.

You can use your card at some overseas terminals and

merchants, any transactions made will be converted to Australian dollars by Visa International that generally reflect either wholesale market rates or government mandated rates.

Transactions overseas are also subject to a Cash Advance and Foreign Currency Conversion fee, these are detailed in our Fees & Charges brochure.

### **Merchant Surcharges**

In some instances you may also be charged a surcharge by the overseas merchants, ATM's and EFT terminals. The surcharge will apply once you have confirmed the amount of transaction. This surcharge may appear on your statement separately or as part of the entire purchase amount. Once you have confirmed the transaction you will not be able to dispute the surcharge amount.

### **payWave**

If your card has the payWave logo present, you will be able to make faster purchases, rather than swiping your card you will be able to tap your card, digital wallet, mobile phone or other electronic device against the contactless reader at a participating merchant.

If your purchase is under \$100AUD you can transact without entering your PIN. If it is over \$100AUD you may need to enter a pin.

### **Authorisations**

Some transactions on your card require our authorisation, meaning the merchant will ask us for authorisation before completing the transaction.

We have the right to deny authorisation if there is good reason, including but not limited to, insufficient funds in your account, security of your account or credit risk purposes.

We will not be liable to you or any other person for any loss or damage which you or other person may suffer as a result of an authorisation not being granted.

### **Card expiry**

Your card has a set expiry date, before this expiry date is reached we will automatically issue a renewal card to you via post. We will not do this if you are no longer using your card and we will cancel your card.

## **5. Transaction limits**

Your combined ATM and EFTPOS daily withdrawal limit is \$1,000 AUD per card from your linked account when you have sufficient cleared funds including any pre-arranged credit facility. In some cases your daily card withdrawal limit may be altered.

In the event of a system failure the daily withdrawal limit is \$1,000 AUD. Other third party organisations may impose additional restrictions on the amount of funds that may be withdrawn, transferred or paid.

## 6. Fees and Charges

Details regarding any fees and charges applicable to your card or as a result of certain transactions using your card are detailed in the Fees and Charges for Deposit Accounts.

You may be charged an ATM withdrawal fee for using some ATM's, this fee is not applied by us but is charged to your account by the ATM operator and the message will be displayed prior to your request being completed.

## 7. How to report a lost or stolen card or unauthorised use

If you believe your card has been lost or stolen or used without your authorisation you must notify us immediately. You can manage your card via Online Banking, contact us via phone (if during business hours) or contacting the card hotline.

### Card Hotline

Australia-wide Toll Free 1800 648 027

Calling from overseas +61 2 8299 9109

Visa International 1800 450 346

If the card was used without your authorisation we will need some information from you regarding these transactions

- Date of transaction(s);
- Amount(s);
- Details of the merchant; and
- Any other details that may assist us in investigating your claim.

## 8. Account Statements

You can request a copy of your statement of your account at any time, there may be a fee for additional statements but we will advise you at the time. We will send you an account statement for your account at least every six months, unless you request it to be more frequent.

## 9. Liability

This section applies to unauthorised transactions made by someone without your consent. You may also have a right to dispute an unauthorised transaction under the ePayments code.

### When you are not liable for loss

You will not be liable for loss in the following situations:

- Fraud or negligence by one of our employees, agent, third party involved in networking arrangements or a merchant;
- Card forgery, information that should be kept secure, faulty, expired or cancelled;
- A transaction that occurred before you received your card;
- A transaction being debited from your account more than once in error;
- Unauthorised transaction after we have been advised that your security has been breached.

You will not be liable for loss arising from a transaction where it is clear that you have not contributed to the loss.

### **When you are liable for loss**

Where we can prove that you contributed to the loss through fraud or breach of the security of your details your account you may be liable for the loss.

You will be liable:

- in full for the actual losses that occur before the loss, theft or misuse of security is reported to us;
- for losses arising from unauthorised transaction that occur because you contributed by leaving your card in an ATM; and
- where we can prove that you contributed to the losses by:
  - delaying the reporting to us of misuse, loss or theft; or
  - breaching the security of your details.

You will not be liable for the portions of losses:

- incurred on any one day that exceeds any applicable daily transaction limit; or
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the linked account, including any pre-arranged credit.

### **Other situation – limited liability**

There are situations where you are liable for the loss but not the full amount. You may be held liable for the least of:

- \$150; or
- the balance of the account, including any pre-arranged credit, from which the money was transferred; or



- the actual loss at the time that we are notified that security of your account has been breached (lost, stolen or used without permission) excluding the amount of loss which exceeds any relevant daily transaction limits.

## 10. Cancelling your card

You can cancel your card at any time via Online Banking or contacting us.

There may be times where we may cancel your card if:

- we believe the security of the card has been breached; or
- we believe you have breached terms and conditions of the card or your linked account.

We may also cancel the card if you have discontinued using it.

If the card is cancelled either by you or us you will remain liable for any transaction that occurs on the linked account.

## 11. Privacy

We are bound by the Australian Privacy Principles under the *Privacy Act 1988 (Cth)* and the privacy and confidentiality of your personal information is important to us.

Our Privacy Policy outlines how we deal with your information, including the purpose for which we collect, hold use and disclose your information as well as our legal obligations and rights as to that information.

## 12. ePayments Code

The ePayments Code regulates electronic payments, including, but not limited to, ATM, EFTPOS, debit card transactions, online payments, online banking and some elements of BPAY.

The ePayments Code is administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at [www.asic.gov.au](http://www.asic.gov.au).

We confirm that we will comply with the ePayments Code where that code applies.

## 13. Banking Code of Practice

The Banking Code of Practice (BCOP) is an industry code which sets standards of good banking conduct for banks, their staff and their representatives. The relevant provisions of the BCOP will come into effect and apply to the products and services covered by these Terms & Conditions from 1 July 2019.

## 14. System Malfunction

We will make every effort to have our services available to you 24 hours a day, 7 days a week but there may be times where they are partially or fully interrupted due to circumstances outside our control.

We will not be liable to you for any loss caused by the services not working as they should if you were aware, or should have been aware, that the services were unavailable for use or were not working as they should.

We will take reasonable steps to correct the errors in your account and to refund any fees which would not have been charged to you if the system was working as it should.

It is your responsibility to use other methods of access if for any reason you are unable to use our services.

## 15. Complaints and feedback

We take your feedback seriously and aim to provide simple, easy to use and trustworthy services to our customers. We see your complaint or feedback as an opportunity to not only resolve the matter for you, but as a way to improve the way we do things.

### **Make a complaint or provide feedback**

You can advise us of your complaint or provide feedback by:

- calling us – 138 001 (between 8:00am and 6:00pm Monday to Friday and 9:00am to 1:00pm on Saturdays, except on public holidays);
- using the online form at [mystate.com.au](http://mystate.com.au);
- email us – ([mycomplaint@mystate.com.au](mailto:mycomplaint@mystate.com.au));
- visit your local branch; or
- write to us (Complaints & Feedback, GPO Box1274, Hobart Tasmania 7001).

### **Details of your complaint or feedback**

So that we can resolve your complaint as quickly as possible, it is important that you provide us with as much information as possible. This includes details such as:

- your customer number and name;
- contact details – preferred contact method; if by phone advise the best times to reach you;
- complaint or feedback information – what is your complaint or feedback about and when did it happen; and
- resolution – how would you like the matter resolved.

## Timeframes

We will try our best to resolve the complaint for you on the spot, and in most cases we can. If we can't we will:

- keep you up to date on our investigation and progress;
- work to resolve your complaint within 21 days of receiving it from you;
- let you know if we need more information or more time to investigate; and
- provide you with final resolution within 45 days – if not we will inform you of the reasons for delay.

If we request further information from you to help us resolve your complaint and you do not respond, we may consider the matter resolved. However, if you provide information at a later date we will reopen the complaint and continue to work on a resolution for you.

## Other options

If you are not satisfied with our initial response, you can request for your complaint to be reviewed by our Customer Advocate. Our Customer Advocate will review your complaint to ensure it has been handled fairly.

### **Customer Advocate Review**

**Phone** 138 001

**Email** [customeradvocate@mystate.com.au](mailto:customeradvocate@mystate.com.au)

**Post** GPO Box 1274, Hobart TAS 7001

MyState Bank is a member of the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution body that deal with complaints regarding the financial services industry.

### **Australian Financial Complaints Authority**

**Online** [www.afca.org.au](http://www.afca.org.au)

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

**Phone** 1800 931 678

**Mail** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## 16. Recurring payment arrangements

You can make a Recurring Payment arrangement between you as a cardholder, and a service provider, to allow regular payments from your card number (as opposed to BSB and account number).

All changes or cancellations to this arrangement must be completed with the service provider as soon as possible prior to the next payment. Changes include where your card number or card expiry date has changed.

Closing your card will not automatically stop any further recurring payment arrangements being attempted.

Fees may apply.

## **17. Visa Secure**

As a MyState Bank Visa Debit cardholder you're automatically secured with Visa Secure.

Visa Secure is an online service designed to make Internet transactions safer at participating merchants. They do this by authenticating the cardholder's personal information at the time of purchase.

When you make an online purchase that we think is high risk, we might ask you to confirm some personal details

You are not able to reverse a transaction authenticated using Visa Secure unless MyState Bank is liable.

## **18. Exclusions of warranties**

We do not warrant that Merchants displaying Visa signs or promotional material will accept the card in payment for goods and services.

We do not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Card.

We are not responsible for any defects in the goods and services acquired by you through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

## **19. Chargebacks**

Where you have authorised a Merchant to transact on the account by providing your card number or used your card to make a purchase, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example, you may be entitled to reverse a transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the merchant and were unsuccessful. To avoid losing any rights you may have for transactions other than unauthorised EFT Transactions you should:

- tell us within 30 days after the date of the statement which shows the transaction; and
- provide us with any information we ask for to support your request.

## 20. Digital wallet terms of use

These terms apply to the use by you of a Visa Card in a Digital Wallet. By registering a Visa Card in a Digital Wallet you agree to these terms.

### **a. Account or Cardholder Terms and Conditions**

The terms and conditions of your Visa Card/ Account apply to any use by you of your Visa Card in a Digital Wallet. To the extent of any discrepancy, the terms and conditions of the Visa Card/Account take precedence over these terms. You may also have additional terms issued by your Digital Wallet provider or your telecommunications service provider which you are required to comply with.

### **b. Your responsibilities to keep your Visa Card secure and notify us of errors or fraud**

You agree to protect and keep confidential your User ID, phone lock passcode, passwords, and all other information required for you to make purchases with your Visa Card using the Wallet. Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode. If your Device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. Your existing terms and conditions for your Visa Card/ Account require you to contact us immediately if you believe there are errors or if you suspect fraud with your Visa Card. This includes any fraud associated with a Digital Wallet. We will not be liable for any losses you incur except as specifically described in the terms and conditions for your Visa Card/Account or as otherwise provided by law.

### **c. Using a Wallet**

Registration of the Visa Card into a Digital Wallet is subject to us identifying and verifying you, and is at the discretion of MyState Bank Limited. MyState Bank Limited does not make any guarantees that the Digital Wallet will be accepted at all merchants. MyState Bank Limited is not the provider of the Digital Wallet and is not responsible for its use and function. You should contact the Digital Wallet provider's customer service if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet. We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Digital Wallet. We are not responsible if there is a security breach affecting any information stored in the Digital Wallet or sent from the Digital Wallet. This is the responsibility of the Digital Wallet provider.

#### **d. Applicable Fees**

There are no transaction fees for using your Visa Card in a Digital Wallet. All applicable account fees still apply. There may be charges from your telecommunications provider.

#### **e. Suspension or removal of a Visa Card from a Digital Wallet by us**

We can block you from adding an otherwise eligible Visa Card to the Digital Wallet, suspend your ability to use a Visa Card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a Visa Card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Visa Card, if you have an overdue or negative balance on your Visa Card account, if applicable laws change or if directed to do so by the Digital Wallet provider or the applicable card scheme. We may also cease supporting the use of Visa Cards in Digital Wallets at any time.

#### **f. Suspension or removal of a Visa Card from a Digital Wallet by you**

You may remove a Visa Card from the Digital Wallet by following the Digital Wallet provider's procedures for removal.

#### **g. Devices with same Digital Wallet provider account**

If you add a Visa Card to one of your devices and have other devices sharing the same account ("Other Devices"), this may permit the Visa Card to be added to the Other Devices and permit users of the Other Devices to see Visa Card information. Please contact your Digital Wallet provider for more information.

#### **h. Your information**

You agree that we may exchange information about you with the Digital Wallet provider and the applicable card scheme to facilitate any purchase you initiate using a Visa Card registered in a Digital Wallet. By registering your Visa Card in a Digital Wallet, you are providing consent for your information to be shared with these parties. We may also share your information to make available to you in the Digital Wallet information about your Visa Card transactions, or to assist the Digital Wallet provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet provider's use of your information.

**i. You agree to allow us to contact you electronically**

You acknowledge that we may contact you electronically (for example via sms, email, notifications in app), and that this is considered written notice for the purpose of these terms.

**j. We may amend these terms at any time**

We may amend these terms at any time without prior notice. We will notify you in writing of any changes to these terms. You agree to any such amendments by continuing to keep a Visa Card in the Digital Wallet.

**138 001**  
**mystate.com.au**