

# Debit Card Conditions of Use

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BOQ Specialist

November 2023



## BOQ Specialist Debit Card Conditions of Use

Products and services are provided by BOQ Specialist – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

Effective November 2023

### IMPORTANT NOTE

This document does not contain all the terms relating to the use of the BOQ Specialist Debit Card, further Terms and Conditions are in the Debit Card Fee Schedule and the Acknowledgement and Consent in your application form for a Transaction Account. Together, the Debit Card Fee Schedule, the Acknowledgement and Consent, these Conditions of Use, and the relevant fees as set out in the Product Terms and Conditions for your Transaction Account govern the use of the BOQ Specialist Debit Card.

The BOQ Specialist Debit Card can only be used in conjunction with your Transaction Account or any other account approved by BOQ Specialist. The operation of your BOQ Specialist Debit Card is subject to the Terms and Conditions (including fees) governing your Transaction Account including any applicable overdraft or line of credit facility. An instruction by BOQ Specialist Debit Card is an "Instruction" under the terms of that Account. You will need to read and accept the Terms and Conditions for your Transaction Account. The issuance of a BOQ Specialist Debit Card to you or any other Cardholder is subject to the signing authority on your Transaction Account.

**It is important that you read all of these documents carefully and retain them for future reference.**

In the event of any inconsistency between these Conditions of Use and the Terms and Conditions applicable to Your Transaction Account, these Conditions of Use prevail.

### Lost or Stolen Visa Debit Cards or Cardholder Enquiries

Client Service Enquiries  
Within Australia  
Call 1300 160 160  
Overseas  
Call +61 2 9293 2121

Postal Address  
BOQ Specialist  
GPO Box 2539  
SYDNEY NSW 2001

Please read these Conditions of Use. They apply to:

- all Transactions initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of a BOQ Specialist Debit Card and signature or a BOQ Specialist Debit Card and PIN; and
- all other Transactions (including telephone Transactions, internet Transactions, manually processed Transactions and Visa payWave Transactions) effected with the use of a Cardholder's BOQ Specialist Debit Card.

Either the activation of a BOQ Specialist Debit Card or the first Transaction using a BOQ Specialist Debit Card (whichever comes first) will be taken as your agreement to comply with these Conditions of Use.

Words that are capitalised in these Conditions of Use are defined in Section A.

These Conditions of Use apply to each Cardholder and you are responsible for ensuring that all Cardholders comply with them.

If any Cardholder fails to properly safeguard their BOQ Specialist Debit Card and PIN you may increase your liability for unauthorised use (refer to section 21 for a list of circumstances where you may be held liable for unauthorised use of a BOQ Specialist Debit Card).

The BOQ Specialist Debit Card is issued to Cardholders by BOQ Specialist - a division of Bank of Queensland Limited. Bank of Queensland Limited is an authorised deposit-taking institution and a member of Visa.

At your request, BOQ Specialist may attach other services to your BOQ Specialist Debit Card. Any such additional services that you request to be attached to your BOQ Specialist Debit Card will be advised to you in writing.

### Amounts payable in relation to the Debit Card facility

Fees relating to the BOQ Specialist Debit Card are included in the Debit Card Fee Schedule annexed to these Conditions of Use, and relevant account related fees are included in the Fee Schedule in the Terms and Conditions for your Transaction Account as well as in the annexure to these Conditions of Use. BOQ Specialist reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your BOQ Specialist Debit Card by any government or by any regulatory authority.

### Do you want further information on BOQ Specialist's fees and charges?

If so, please call the Client Service Centre on 1300 160 160. You can also find more information by visiting BOQ Specialist's website at [boqspecialist.com.au](http://boqspecialist.com.au). Both the fees and the amount of any payments or other withdrawals made by using the BOQ Specialist Debit Card are paid by you by BOQ Specialist debiting them to your Transaction Account.

### BANKING CODE OF PRACTICE

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The BCOP applies to banking services provided to customers who are "individuals" or "small businesses" as defined in it.

We will comply with the BCOP, where it applies to the banking services we provide to you.

### ePAYMENTS CODE

We warrant that we will comply with the ePayments Code.

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## SECTION A

### Definitions and Interpretation

#### 1. Definitions

- 1.1 **Account holder** means the person(s) in whose name(s) the Transaction Account to which a BOQ Specialist Debit Card is linked, and who is responsible (in the first instance) for all Transactions made using the BOQ Specialist Debit Card by any Cardholders.
- 1.2 **Acknowledgement and Consent** means the Acknowledgement and Consent forming part of the BOQ Specialist Transaction Account application form which was completed by the Accountholder.
- 1.3 **Available Balance** means the balance available in cleared funds on your Transaction Account which may be accessed using your BOQ Specialist Debit Card and includes any overdraft or credit limit.
- 1.4 **AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.
- 1.5 **ATM** means an automated teller machine.
- 1.6 **Biometric Identifier** has the meaning given in the Digital Wallet Terms and Conditions.
- 1.7 **BOQ Specialist** means BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 (Australian Credit Licence number 244616).
- 1.8 **BOQ Specialist Debit Card** means the Visa Debit card issued to a Cardholder pursuant to your Transaction Account Terms and Conditions and these Conditions of Use.
- 1.9 **BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.
- 1.10 **Business Day** means any day that BOQ Specialist is open for business in Sydney, excluding Saturdays, Sundays and public holidays.
- 1.11 **Cardholder** means the Accountholder or any other person to whom BOQ Specialist has issued a BOQ Specialist Debit Card to access the Transaction Account (at the request of the Accountholder).
- 1.12 **Card Number** means the unique number assigned by BOQ Specialist to each BOQ Specialist Debit Card and which is recorded on that BOQ Specialist Debit Card.
- 1.13 **Client Service Centre** means the client service centre operated by employees of BOQ Specialist including employees of the BOQ Group of companies, its agents, consultants or subcontractors and which may be accessed 24 hours a day, 7 days a week by telephone.
- 1.14 **Conditions of Use** means this document and includes any other version of this document that replaces an earlier version.
- 1.15 **Contract** means the agreement between you and BOQ Specialist for the provision of BOQ Specialist Debit Cards. Your contract consists of these Conditions of Use, the Acknowledgement and Consent and the Debit Card Fee Schedule and your Transaction Account Terms and Conditions (including the Terms and Conditions governing any overdraft).
- 1.16 **Debit Card Fee Schedule** means the schedule of Debit Card fees which sets out the fees relating to your BOQ Specialist Debit Card. It is annexed to these Conditions of Use. It is also available online at [www.boqspecialist.com.au](http://www.boqspecialist.com.au). Relevant account related fees are included in the Fee Schedule in the Terms and Conditions for your Transaction Account and in the annexure to these Conditions of Use.
- 1.17 **Digital Wallet** means a virtual wallet that stores card information and facilitates debit card purchases on a mobile or other digital device.
- 1.18 **Digital Wallet Terms and Conditions** means our terms and conditions that cover the use of a Digital Wallet.
- 1.19 **Disputed Transaction** means where you or a Cardholder dispute a Transaction on you or the Cardholder's BOQ Specialist Debit Card and BOQ Specialist is required to investigate the Transaction by contacting the relevant merchant's financial institution.
- 1.20 **EFTPOS** means an electronic funds transfer at point of sale.
- 1.21 **Electronic Banking Terminal** means an ATM or EFTPOS device.
- 1.22 **Electronic Equipment** is an electronic terminal, computer, television, telephone or similar equipment and includes EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.
- 1.23 **Expiry Date** means the expiry date printed on the BOQ Specialist Debit Card.
- 1.24 **Monthly Spend Limit** means the maximum monetary amount (that has been set by the Accountholder) that a Cardholder may spend per calendar month or part thereof, in respect of Transactions that are performed by that Cardholder using their BOQ Specialist Debit Card.
- 1.25 **Online Banking** means any banking service provided by BOQ Specialist by use of the internet.
- 1.26 **PIN** means the secret personal identification number relating to a BOQ Specialist Debit Card.
- 1.27 **Purchase** means each amount charged by the supplier for the supply of any goods or services purchased or cash provided by the use of a BOQ Specialist Debit Card on your Transaction Account.
- 1.28 **Transaction** means a Purchase or ATM withdrawal.
- 1.29 **Transaction Account** means the transaction account offered by Us under the relevant Terms and Conditions document.
- 1.30 **Transaction Account Monthly Statement** means the monthly statement of account that BOQ Specialist provides to you for your Transaction Account.
- 1.31 **Transaction Statement Date** means the date that BOQ Specialist processes a Transaction and applies that Transaction to your Transaction Account.
- 1.32 **Unauthorised Transaction** is a Transaction performed using Electronic Equipment that was not authorised by a Cardholder. It does not include any Transaction performed by a Cardholder, performed by anyone with the Cardholder's knowledge and consent, or that the Cardholder is taken to have authorised under these Conditions of Use or our Digital Wallet Terms and Conditions.
- 1.33 **Used** includes use of the Card or any number on or

associated with the BOQ Specialist Debit Card (for example, it includes quoting the card number to authorise a transaction over the phone or internet).

- 1.34 **Visa Secure Participating Merchant** means a merchant from whom online transactions can be made and who participates in the Visa Secure program described in section 8 below.
- 1.35 **Eftpos Secure Participating Merchant** means a merchant from whom online transactions can be made and who participates in the Eftpos Secure program described in section 8 below.
- 1.36 **Visa payWave** refers to the contactless method by which a BOQ Specialist Debit Card may be used to complete a Transaction by waving the BOQ Specialist Debit Card over a merchant's Visa payWave enabled point of sale terminal.
- 1.37 **"you"** or **"You"** or **"Your"** or **"your"** means the Accountholder.
- 1.38 **"our"**, **"we"**, **"us"** or **"Our"**, **"We"** or **"Us"** refers to BOQ Specialist.

## **2. Interpretation**

For the purposes of these Conditions of Use, a reference to:

- one gender includes the other gender;
- the singular includes the plural and the plural includes the singular;
- any dollar amount is an Australian dollar amount;
- headings are for ease of reference only; and
- references to a particular law or regulation includes such law or regulation as may be amended, re-enacted or replaced.

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## SECTION B

### 1. Activating your card and agreeing to these conditions of use

- 1.1 Use of any BOQ Specialist Debit Card issued by BOQ Specialist to any Cardholder shall be subject to these Conditions of Use.
- 1.2 You acknowledge your acceptance of these Conditions of Use upon:
  - acceptance of the Warranty and Acknowledgement in the application form (if you have already received them); or
  - the first time a Cardholder activates a BOQ Specialist Debit Card; or
  - a Cardholder uses the BOQ Specialist Debit Card (whether or not activated) to carry out any transaction.
- 1.3 The BOQ Specialist Debit Card can be used only in conjunction with your Transaction Account or any other account approved by BOQ Specialist.
- 1.4 The operation of your BOQ Specialist Debit Card is subject to the Terms and Conditions governing the Transaction Account including any applicable overdraft or line of credit facility.
- 1.5 Where your Transaction Account is held jointly, each joint Accountholder is liable for Transactions performed by Cardholders in accordance with these Conditions of Use jointly and severally irrespective of whether each has been issued with a BOQ Specialist Debit Card.
- 1.6 Where your Transaction Account is held jointly, each Accountholder may, as per the signing authority on the account, need to authorise the issuance of a BOQ Specialist Debit Card to an accountholder i.e. "all to sign" or "only one to sign" to operate the Transaction Account. That Cardholder must also be a signatory on the Transaction Account. For companies, issuing of a BOQ Specialist Debit Card can be authorised in accordance with the signing authority on the Transaction Account (i.e. 1, 2 or all signatories to sign as the case may be).
- 1.7 If you authorise the issue of a BOQ Specialist Debit Card, you authorise that Cardholder to use the BOQ Specialist Debit Card to access the Available Balance. That authority supersedes any other requirement (e.g. in the signing authority) for more than one signing authority to withdraw funds from the BOQ Specialist Transaction Account.
- 1.8 If the joint Accountholders are in dispute as to the processing of a Transaction or the method in which the joint Transaction Account is operated is changed to "all to sign", we will stop the use of all BOQ Specialist Debit Cards on the Transaction Account.
- 1.9 You must ensure that each Cardholder also complies with every obligation on a Cardholder in these Conditions of Use.
- 1.10 When a Cardholder receives a new BOQ Specialist Debit Card in the mail, each Cardholder must activate their BOQ Specialist Debit Card by either:
  - calling our Client Service Centre on 1300 160 160; or

- accessing our Online Banking and activating the card within Online Banking.

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

- activate a BOQ Specialist Debit Card or use it (or allow anyone else to use or activate a BOQ Specialist Debit Card); or
- permit any Cardholder to use their BOQ Specialist Debit Card.

Instead, cut all BOQ Specialist Debit Cards in half diagonally (including cutting in half the chip) and contact BOQ Specialist to request the cancellation of the BOQ Specialist Debit Card(s) by calling our Client Service Centre on 1300 160 160 and confirming that you have destroyed the BOQ Specialist Debit Card(s) and disposed of the pieces securely.

### 2. Additional cards

- 2.1 You can ask BOQ Specialist to give an additional BOQ Specialist Debit Card and PIN to someone else you nominate to be a Cardholder on your Transaction Account, provided that the person you nominate is a signatory to the Transaction Account and is over 16 years of age. You can do this by contacting the BOQ Specialist Client Service Centre. BOQ Specialist is not obliged to grant any additional BOQ Specialist Debit Cards. BOQ Specialist is required to comply with all laws governing the issuing of debit cards (including identification and verification of any Cardholders in accordance with the AML Legislation). BOQ Specialist may require you to authorise the issue of an additional BOQ Specialist Debit Card and PIN in writing.
- 2.2 The number of Cardholders on your Transaction Account at any one time is limited to a maximum of nine (9). We may change this number at our discretion provided we give you at least 30 days prior written notice of any reduction in this number.
- 2.3 When BOQ Specialist issues an additional BOQ Specialist Debit Card at your request:
  - you agree that you will provide the Cardholder with a copy of these Conditions of Use and any updates BOQ Specialist makes to these Conditions of Use from time to time that are communicated to you;
  - other than as set out in section 2.5, you will be liable for all Transactions carried out by the Cardholder;
  - the Cardholder has access to the full Available Balance on the Transaction Account, subject to any Monthly Spend Limit you nominate for that Cardholder;
  - you can, as set out in section 21 below, be liable for fraudulent or Unauthorised Transactions that can occur on BOQ Specialist Debit Cards issued to Cardholders;
  - where you (or a Cardholder) advise BOQ Specialist that a Transaction that has occurred on your BOQ Specialist Debit Card or a Cardholder's BOQ Specialist Debit Card is fraudulent, unauthorised or disputed, BOQ Specialist will investigate and review that Transaction in accordance with section 24 below;

- you authorise BOQ Specialist to give to any Cardholder information about your Card Account for the purposes of their use of the BOQ Specialist Debit Card;
- you authorise BOQ Specialist to act on the instructions of the Cardholder in relation to their use of their BOQ Specialist Debit Card, except to the extent that any such instructions relate to the termination of the BOQ Specialist Debit Card, the increase of a Cardholder's Monthly Spend Limit or the replacement of a BOQ Specialist Debit Card following cancellation of that BOQ Specialist Debit Card by you; and
- you can cancel the BOQ Specialist Debit Card at any time by cutting it in half diagonally (including cutting in half any chip on the BOQ Specialist Debit Card) and requesting the BOQ Specialist Debit Card be cancelled, or by informing BOQ Specialist (by calling our Client Service Centre on 1300 160 160) that you have destroyed the BOQ Specialist Debit Card and disposed of the pieces securely.

- 2.4 If a Cardholder does not comply with these Conditions of Use then you will be in breach of these Conditions of Use.
- 2.5 You will not be liable to BOQ Specialist for the value of any Transaction occurring on an additional BOQ Specialist Debit Card from the later of:
- a. the date you request us (as the issuing bank) to cancel the additional BOQ Specialist Debit Card; and
  - b. the date you have taken all reasonable steps to ensure that the additional BOQ Specialist Debit Card securely destroyed.

### 3. Signing your BOQ Specialist Debit Card

If a BOQ Specialist Debit Card has a signature panel, the Cardholder must sign it as soon as it is received and before using it, as a means of preventing unauthorised use. You must ensure that each Cardholder who has been issued with a BOQ Specialist Debit Card does so.

### 4. Security

- 4.1 The security of a BOQ Specialist Debit Card and PIN is very important as their use by any person provides access to your Transaction Account. You must take care to ensure that each Cardholder's BOQ Specialist Debit Card and PIN are not misused, lost or stolen and that they do not become known to anyone else.
- 4.2 This Section 4 contains guidelines which should be followed by you and each Cardholder to ensure the security of BOQ Specialist Debit Cards and PINs. If Cardholders fail to safeguard their BOQ Specialist Debit Card or PIN, it may increase your liability for unauthorised use (refer to Section 21 below for a list of circumstances where you may be held to be liable for an Unauthorised Transaction). To protect BOQ Specialist Debit Cards and PINs, you must ensure that you and every Cardholder must:
- never disclose or tell a PIN to anyone either verbally, in writing or electronically (including a family member, friend or BOQ Specialist and its staff);
  - sign the BOQ Specialist Debit Card immediately it is received (if the BOQ Specialist Debit Card has a signature panel);

- never write or record a PIN on the BOQ Specialist Debit Card or keep a record of the PIN on anything carried with the BOQ Specialist Debit Card or liable to loss or theft simultaneously with the BOQ Specialist Debit Card unless a reasonable attempt is made to protect the security of the PIN;
- not act with extreme carelessness in failing to protect the security of the PIN; and
- not (if the PIN is changed) select a PIN that represents the Cardholder's birth date or a recognisable part of the Cardholder's name. If you or a Cardholder does you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to BOQ Specialist that the PIN has been misused or has become known to someone else.

Liability for losses resulting from Unauthorised Transactions will be determined by the ePayments Code, where it applies.

### 5. Reporting the loss or theft of your BOQ Specialist Debit Card

- 5.1 If a Cardholder believes a BOQ Specialist Debit Card or PIN has been lost, stolen or misused, or the PIN has become known to someone else, the Cardholder should IMMEDIATELY report this by:

#### In Australia

Calling our Client Service Centre on 1300 160 160

#### While Overseas

Calling +61 2 9293 2121

- 5.2 At the time of making the report, the Cardholder will be given a reference number to retain as evidence of the date and time of the report.
- 5.3 If the loss, theft or misuse occurs outside of Australia, a Cardholder may choose to notify a financial institution displaying the Visa logo. You or the Cardholder must also then confirm the loss, theft or misuse of the BOQ Specialist Debit Card with BOQ Specialist immediately by telephoning the Client Service Centre.
- 5.4 If a BOQ Specialist Debit Card is reported as lost or stolen, BOQ Specialist will issue the Cardholder a replacement BOQ Specialist Debit Card. It will take BOQ Specialist a reasonable time to arrange cancellation and the issue of a replacement BOQ Specialist Debit Card. If a replacement BOQ Specialist Debit Card is issued where the Cardholder has reported their BOQ Specialist Debit Card as lost or stolen, you will not be charged a Card Replacement Fee (or an Overseas Card Replacement Fee if you are overseas). However, if the replacement card needs, at the Cardholder's request to be delivered to the Cardholder outside the normal course of business, then a card replacement fee (to reflect the reasonable postage costs we incur in delivering it to the Cardholder) is payable and reference is made to the Debit Card Fee Schedule for details of these fees.

We are liable for any loss that occurs due to the unavailability of the telephone numbers in 5.1, provided that the Cardholder makes a report within a reasonable time of the telephone numbers again becoming generally available.

### 6. Using your BOQ Specialist debit card

- 6.1 The BOQ Specialist Debit Card is generally accepted anywhere the Visa logo is displayed in Australia and overseas. The BOQ Specialist Debit Card allows any Cardholder access to the full Available Balance that is



- linked to your Transaction Account, subject to any applicable Monthly Spend Limit and the daily transaction limit (which by default is \$10,000), regardless of the signing instructions that apply to your Transaction Account as reflected in your BOQ Specialist Transaction Account application form.
- 6.2 Cardholders can use the Debit card to make cash withdrawals at most ATM's throughout Australia and cash withdrawals at ATM's internationally displaying the Visa logo. See the Debit Card Fee Schedule's ATM withdrawal fees. However, please be aware that some terminals charge additional fees which are payable by you. We cannot ensure that ATMs will always have money available or that all financial institutions will provide ATM services to Cardholders. A daily ATM withdrawal limit applies to each BOQ Specialist Debit Card. By default the daily ATM withdrawal limit is \$1,020.00 per BOQ Specialist Debit Card unless we have notified you or agreed with you otherwise.
  - 6.3 Cardholders can also use the BOQ Specialist Debit Card to pay for goods or services or withdraw cash at EFTPOS terminals across Australia or to make purchases over the phone or via the internet. Some merchants however may choose not to accept Visa debit cards or may also charge an additional fee for debit card payments. Cardholders should always check with the merchant that it will accept their BOQ Specialist Debit Card before attempting to purchase any goods or services and also if they will be charging Cardholders an additional fee for using the BOQ Specialist Debit Card.
  - 6.4 BOQ Specialist does not warrant or accept any responsibility if a merchant chooses not to accept, or has an Electronic Banking Terminal which does not accept a BOQ Specialist Debit Card. Cardholders should always check with the relevant merchant that it will accept a BOQ Specialist Debit Card before purchasing any goods or services.
  - 6.5 A BOQ Specialist Debit Card can be used to pay for Transactions using Visa payWave at Visa payWave participating merchants. Before authorising a Visa payWave Transaction by waving the BOQ Specialist Debit Card over the merchant's enabled Visa payWave terminal, a Cardholder must check that the correct amount is displayed on the Visa payWave terminal. A Cardholder may or may not be required to either sign or enter their PIN depending on the value of the Transaction and other relevant circumstances.
  - 6.6 Cardholders may be able to obtain cash by presenting the BOQ Specialist Debit Card to a merchant or branch counter at a financial institution. In these circumstances, Cardholders may be required to provide suitable identification which identifies them as the holder of the BOQ Specialist Debit Card.
  - 6.7 Cardholders must not use a BOQ Specialist Debit 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 BOQ Specialist Debit Card is used or where the goods or services are provided, any actual or attempted evasion of a taxation law, or in the furtherance of any offence under any other law. Should a BOQ Specialist Debit Card be used for unlawful purposes, BOQ Specialist may restrict a Cardholder from accessing any available funds from your Transaction Account (by Debit Card or otherwise).
  - 6.8 Where BOQ Specialist has reasonable grounds to suspect that you have not properly disclosed your identity (or the identity of a Cardholder), or a BOQ Specialist Debit Card has been used for an unlawful purpose.
  - 6.9 BOQ Specialist may be obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre.
  - 6.10 You acknowledge that your BOQ Specialist Debit Card details and transaction details may be processed by Visa in countries other than Australia. By using a
  - 6.11 BOQ Specialist Debit Card, or allowing its use, you agree that information regarding any Transactions and related personal information of yourself and any Cardholders may be processed outside of Australia as necessary to process the Transaction.
  - 6.12 Subject to applicable law, BOQ Specialist is not responsible in the event that a Cardholder has a dispute regarding the goods or services purchased with your BOQ Specialist Debit Card. In the first instance, the Cardholder should contact the merchant directly. If you cannot resolve the dispute with the merchant, BOQ Specialist has the ability in certain circumstances to investigate Disputed Transactions on your behalf (refer to section 24.7 below for a list of the circumstances when BOQ Specialist can investigate Disputed Transactions) and attempt to obtain a refund for you.
  - 6.13 A Cardholder should never sign a blank debit card transaction voucher. Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.
  - 6.14 All BOQ Specialist Debit Cards that are issued pursuant to these Conditions of Use remain the property of BOQ Specialist.
  - 6.15 A Cardholder must not use their BOQ Specialist Debit Card after the Expiry Date.
  - 6.16 Cardholders will be able to access their Debit Card by using eligible Digital Wallets. Please refer to our website to see the list of eligible Digital Wallets and for the Digital Wallets Terms and Conditions which must be read in conjunction with these Conditions of Use - [www.bogspecialist.com.au/important-information/terms-and-conditions](http://www.bogspecialist.com.au/important-information/terms-and-conditions).
  - 6.17 You, the Accountholder, will be liable for losses resulting from transactions that are performed by a Cardholder or that are performed by another person with the Cardholder's knowledge and consent, or that you are taken to have authorised under these terms and conditions or our Digital Wallet Terms and Conditions.
  - 6.18 A Cardholder is taken to have authorised a person to transact using their BOQ Specialist Debit Card and/or on the Transaction Account, and any Transactions performed by a person are taken to have been authorised by a Cardholder, if:
    - for any device on which a Cardholder has registered their BOQ Specialist Debit Card in a Digital Wallet:
      - the Cardholder allows or has allowed the person to register their Biometric Identifier on the device; or
      - the Cardholder shares or has shared the device passcode with the person; or
    - a Cardholder registers their BOQ Specialist Debit Card in a Digital Wallet on a device on which the person has registered, or has the ability to register without the Cardholder's consent, their Biometric Identifier or for which the person knows the device passcode.

## **7. Using your BOQ Specialist Debit Card outside of Australia**

- 7.1 All Transactions conducted overseas will be converted into Australian dollars.
- 7.2 Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the Transaction was made into Us dollars and then converted to Australian dollars by Visa. The conversion rate used is either:
- a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or
  - the government-mandated rate in effect for the applicable processing date.
- 7.3 A Foreign Currency Conversion Fee is payable by you when a Cardholder makes a Transaction on a BOQ Specialist Debit Card in a currency other than Australian dollars, or makes a transaction on a BOQ Specialist Debit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia (refer to the Debit Card Fee Schedule).
- 7.4 Some overseas merchants, and the providers of ATMs, EFTPOS and other terminals may charge a fee or surcharge for use of a BOQ Specialist Debit Card. Once the Cardholder has confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement separately or as part of the purchase price.

## **8. Visa Secure and EFTPOS Secure**

- 8.1 Each BOQ Specialist Debit Card has been automatically enrolled with Visa Secure and EFTPOS Secure.
- 8.2 Visa Secure and EFTPOS Secure are programs designed to authenticate online transactions. This means that when Cardholders use a BOQ Specialist Debit Card online to make a purchase at a Visa Secure or EFTPOS Secure Participating Merchant, you, or the Cardholder, may be required to authenticate the transaction.
- 8.3 Cardholders will be sent a one-time passcode via SMS to the mobile number held on file to authenticate a transaction when you attempt an online purchase from a Visa Secure or EFTPOS Secure Participating Merchant.
- 8.4 If the Cardholder is unable to authenticate the transaction, they will be unable to complete the transaction and the BOQ Specialist Debit Card may be temporarily suspended. Please contact the Client Service Centre on 1300 160 160 to have the suspension on a BOQ Specialist Debit Card removed.
- 8.5 If, after the suspension on a BOQ Specialist Debit Card has been removed and the Cardholder attempts an online transaction with a Visa Secure or EFTPOS Secure Participating Merchant and again the Cardholder is unable to authenticate the transaction, the BOQ Specialist Debit Card may be suspended from use with all Visa Secure or EFTPOS Secure Participating Merchants. Please contact the Client Service Centre on 1300 160 160 to have the suspension on a BOQ Specialist Debit Card removed.

- 8.6 Online transactions that are attempted with Visa Secure or EFTPOS Secure Participating Merchants and which are deemed to be very high risk transactions will be automatically declined without asking to authenticate the transaction. For assistance in these circumstances, contact the Client Service Centre on 1300 160 160.

## **9. Transaction Limits**

- 9.1 You agree that the BOQ Specialist Debit Card will not be used for any Transaction in excess of the Available Balance.
- 9.2 If a proposed Transaction would otherwise breach this provision, BOQ Specialist may dishonour any payment instruction given in relation to the Transaction.
- 9.3 A maximum daily transaction limit applies to BOQ Specialist Debit Card Transactions for cash withdrawals through an ATM. The maximum daily transaction limit that applies to ATM withdrawals is \$1,020.00 per BOQ Specialist Debit Card unless we have notified you or agreed with you otherwise. To request a change to this amount, please contact us.
- 9.4 BOQ Specialist sets a daily limit on the maximum Transaction amounts. The maximum daily transaction limit is \$10,000 per BOQ Specialist Debit Card unless we have notified you or agreed with you otherwise. To request a change to this amount, please contact us.
- 9.5 BOQ Specialist may impose additional temporary limits on BOQ Specialist Debit Card Transactions in circumstances where Transactions appear to be suspicious or fraudulent. In these circumstances, We will use reasonable endeavours to notify you that We have imposed a temporary maximum transaction limit on your BOQ Specialist Debit Card.
- 9.6 Please note merchants may impose their own transaction limits or restrictions on the amount of cash or value that a Cardholder may obtain with a BOQ Specialist Debit Card.

## **10. Available Balance**

- 10.1 Subject to any transaction limits which We may impose in accordance with section 9, and the maximum monthly spend (if applicable) BOQ Specialist will make funds available to you and any Cardholder up to the Available Balance.
- 10.2 You must not allow withdrawals from your BOQ Specialist Debit Card to exceed the Available Balance, unless BOQ Specialist has consented in writing or BOQ Specialist otherwise authorises the Transaction which results in the Transaction exceeding the Available Balance.
- 10.3 Transactions which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or Transactions that are processed manually, are not authorised by Us before they proceed. Accordingly, these circumstances may result in you exceeding your Available Balance (or a Monthly Spend Limit) without our authorisation.
- 10.4 If a Cardholder conducts a Transaction which results in a debit in excess of your Available Balance, BOQ Specialist is not increasing your Available Balance or agreeing to the provision of credit or any increase to your overdraft limit. If a Transaction exceeds the Available Balance without BOQ Specialist's approval, you must immediately repay to BOQ Specialist any amount in excess of your Available Balance. When BOQ Specialist becomes aware of a Transaction in excess of your Available Balance, BOQ Specialist will

take reasonable steps to notify you that your Available Balance has been exceeded unless you have since paid an amount that brings your Transaction Account back into credit (or if you have an approved overdraft, within any agreed credit limit). BOQ Specialist may provide such notification by writing, email, SMS message or through your internet banking, or in any other way it reasonably determines.

10.5 You agree that each time that your Available Balance is exceeded, you will be charged a one-off Overdrawn Account Fee. The amount of the fee is set out in the Schedule of Fees attached.

## **11. Cardholder Spend Limits**

11.1 A Monthly Spend Limit may be set by the Accountholder by contacting the Client Service Centre on 1300 160 160. In these circumstances, BOQ Specialist will then immediately arrange for the Cardholder's Monthly Spend Limit to apply to the Debit Card and such request usually will take effect within one hour of BOQ Specialist receiving the request. For Company Accountholders the appropriately authorised Account signatories can set the Monthly Spend Limit for Cardholders.

11.2 A Cardholder's Monthly Spend Limit resets at the start of each calendar month. If, in any relevant month, a Cardholder's Monthly Spend Limit is reached, the Cardholder will not be able to perform any further Transactions using the BOQ Specialist Debit Card until such time as the Monthly Spend Limit resets or is increased by the Accountholder.

11.3 The Accountholder must contact the BOQ Specialist Client Services Centre to reduce or increase a Cardholder's Monthly Spend Limit. BOQ Specialist will then arrange for the Cardholder's Monthly Spend Limit to be reduced or increased. Such request will usually take effect as soon as possible after BOQ Specialist receives the request.

11.4 When a Cardholder completes a Transaction, this will decrease your Available Balance. A Cardholder will be restricted from accessing his or her Monthly Spend Limit where there are insufficient funds.

11.5 Any payments made to the Transaction Account are applied to the Available Balance and are not applied to the Cardholder's Monthly Spend Limit.

11.6 If a Cardholder exceeds his or her Monthly Spend Limit, any recurring payment arrangements through that Cardholder's BOQ Specialist Debit Card that are established by the Cardholder may not be processed and in such circumstances, the Cardholder will be required to contact the relevant merchant to discuss alternative payment methods.

## **12. Authorisation and Processing of Transactions**

12.1 Certain Transactions on your Debit 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 Transaction Account. If circumstances occur where authorisation is obtained from Us but the relevant Transaction is not completed, your Available Balance may be reduced for a certain period of time.

12.2 Transactions will not necessarily be processed to your Transaction Account on the same day that you conduct the relevant Transaction. The date that BOQ Specialist processes a Transaction and applies that Transaction to your Transaction Account is referred to

as the "Transaction Statement Date". The Transaction Statement Date is the date that appears on your Transaction Account Monthly Statement.

12.3 BOQ Specialist has the right to refuse authorisation for you to effect any Transaction if:

- BOQ Specialist has cancelled or suspended the BOQ Specialist Debit Card in accordance with these Conditions of Use (refer to section 20);
- the Transaction will result in your Available Balance being exceeded;
- a Cardholder has exceeded their Monthly Spend Limit (where the Transaction is performed by that Cardholder);
- BOQ Specialist reasonably believes or suspects that the Transaction is for or connected with any unlawful purpose;
- the Transaction breaches any provision of these Conditions of Use; or
- we reasonably believe doing so is necessary to prevent you or us suffering loss or damage.

## **13. Statements and Receipts**

13.1 A transaction record will be available for each Transaction carried out with a BOQ Specialist Debit Card at an Electronic Banking Terminal.

13.2 Cardholders should always check the Transaction amount indicated on any:

- printed transaction record is correct before signing it; or
- Electronic Banking Terminal is correct before entering the PIN.

13.3 Cardholders should obtain, check and retain all printed transaction records (including sales and cash advance records) issued to them for checking against your Transaction Account Monthly Statements.

13.4 BOQ Specialist will send to the Accountholder a Transaction Account Monthly Statement. All amounts shown on the Transaction Account Monthly Statement will be in Australian dollars.

13.5 You may request an additional copy of your Transaction Account Monthly Statement at any time however fees and charges will apply. Refer to the Debit Card Fee Schedule.

## **14. Transactions debited to your Transaction Account using your Debit Card**

14.1 You will be liable for any Transactions entered into by you or anyone else with your knowledge and consent and BOQ Specialist may debit your Transaction Account for the Transaction amounts including:

- amounts of withdrawals or transfers from your Transaction Account initiated at any Electronic Banking Terminal;
- the price of goods and services brought from merchants including where payment is made remotely by mail, telephone or internet orders;
- amounts shown on all transaction vouchers completed by merchants with your express or implied authority; and
- any other amounts BOQ Specialist may debit to your Transaction Account under these Conditions of Use.

Your liability to BOQ Specialist continues

notwithstanding that you may have closed your Transaction Account or that you may have ceased to be a customer of BOQ Specialist in respect of any Transaction performed or initiated prior to the Transaction Account being closed.

14.2 BOQ Specialist will deduct from your Available Balance the value of all Transactions carried out by the use of a BOQ Specialist Debit Card issued on your Transaction Account. BOQ Specialist will (in the first instance and without affecting your liability for losses resulting from Unauthorised Transactions as provided under section 21) consider a Transaction as having been authorised by you when:

- you conduct a Transaction; or
- a Cardholder's BOQ Specialist Debit Card is used to conduct a Transaction.

14.3 Fraudulent transactions can occur on a BOQ Specialist Debit Card. Where you advise BOQ Specialist that a Transaction that has been debited from your Available Balance is fraudulent, unauthorised or disputed, BOQ Specialist will investigate and review that Transaction in accordance with section 24 of these Conditions of Use. If We close your Transaction Account and/or cancel the BOQ Specialist Debit Card pursuant to section 20 of these Conditions of Use as a result of fraudulent, unauthorised or disputed transactions and We issue a replacement BOQ Specialist Debit Card to the relevant Cardholder we may allocate a new Card Number.

14.4 All Purchases and fees and charges will be debited from your Available Balance in accordance with these Conditions of Use.

## 15. Fees and Charges

15.1 The fees and charges outlined in the Debit Card Fee Schedule apply. You agree to pay to BOQ Specialist all fees and charges that are set out in the Debit Card Fee Schedule. Fees and charges outlined in the Debit Card Fee Schedule apply in addition to the fees as set out in the Transactions and Savings Accounts Overdraft Facility Terms and Conditions or the Everyday Plus Account Terms and Conditions (whichever applies in relation to the Transaction Account). BOQ Specialist will deduct these fees and charges from your Transaction Account balance by debiting the amount of the fee or charge in accordance with this section 15 and the Debit Card Fee Schedule. All fees and charges that are set out in the Debit Card Schedule are inclusive of any relevant GST.

15.2 Details of current fees and charges are available from our offices on request.

15.3 If you consider BOQ Specialist has incorrectly charged you a fee or charge, you may dispute this by contacting BOQ Specialist in accordance with section 24. Any incorrectly charged fee or charge will be reversed by BOQ Specialist.

## 16. Government Fees and Charges

BOQ Specialist reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your BOQ Specialist Debit Card by any government or by any regulatory authority. You authorise BOQ Specialist to debit your Available Balance with those fees, charges, duties and taxes.

## 17. Regular Payment Arrangements

17.1 You are encouraged to maintain a record of all regular payments each Cardholder arranges with merchants (including the merchant's name, contact details and

the amount(s) and date(s) upon which payments are to be processed). Regular payments can be either a recurring payment or an instalment payment. A regular payment arrangement represents an agreement between a Cardholder and a merchant in which you preauthorise the relevant merchant to bill your Transaction Account using the BOQ Specialist Debit Card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction.

17.2 To either change or cancel any regular payment arrangement, the Cardholder who entered into the agreement should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until the Cardholder notifies the merchant, BOQ Specialist is required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with the request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

17.3 Should a Card Number be changed (i.e. as a result of a lost or stolen card), Cardholders must request the merchant(s) to change the details of the existing regular payment arrangement(s). If this is not done, the existing regular payment arrangement may not be honoured by BOQ Specialist and/or the merchant may stop providing the goods and/or services to the Cardholder.

17.4 Should you elect to close your Transaction Account or your Transaction Account is closed by Us, all Cardholders should contact all merchants with whom they have a regular payment arrangement with to revise the regular payment arrangement details as failure to do so may result in the merchant failing to provide the Cardholder with the relevant goods and/or services.

## 18. Complaints and the Dispute Resolution Scheme

If you have a complaint, query or dispute, you should immediately contact Us on: 1300 160 160.

Alternatively, should you wish to make a complaint in writing, please address your correspondence to:

Complaints Officer – Head of Compliance  
BOQ Specialist  
GPO Box 2539  
SYDNEY NSW 2001

If you are not satisfied with our internal complaints resolution procedures, you have the right to complain to the following independent external complaints resolution body of which We are a member:

Call: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Online: [www.afca.org.au](http://www.afca.org.au)  
Write to: GPO Box 3 Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

## 19. Renewal of your BOQ Specialist Debit Card

19.1 BOQ Specialist will forward to you or a Cardholder a replacement BOQ Specialist Debit Card before the Expiry Date of a current BOQ Specialist Debit Card. However, a replacement BOQ Specialist Debit Card will not be provided if circumstances exist which would permit us to suspend or cancel the BOQ Specialist Debit Card as described in Section 20.

19.2 If a Cardholder does not require a replacement BOQ Specialist Debit Card, you must notify BOQ Specialist a reasonable time before the Expiry Date of the current BOQ Specialist Debit Card.

19.3 BOQ Specialist may issue a replacement BOQ Specialist Debit Card to you or a Cardholder at any time where we have a reasonable reason for doing so. All such cards are subject to these Conditions of Use. Typically BOQ Specialist will do this in circumstances where it considers that the security of a BOQ Specialist Debit Card or PIN may have been compromised or where BOQ Specialist is required to issue new cards to all its cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged a Card Replacement Fee.

## **20. Cancelling or Suspending your BOQ Specialist Debit Card**

20.1 BOQ Specialist may cancel or suspend a BOQ Specialist Debit Card at any time without prior notice to you or the Cardholder, if:

- the Transaction Account is closed;
- it has not been activated within a reasonable period of issue (usually 90 days);
- We are required to do so by law or in order to comply with our legal or other regulatory obligations;
- you or the relevant Cardholder does not provide us with information we reasonably require to verify your or their identity or the source of any funds deposited into the Transaction Account or to otherwise comply with our legal obligations;
- you or the relevant Cardholder does not provide us with accurate and up to date Foreign Tax Residency Status information;
- you or the relevant Cardholder are no longer an Australian resident; or
- we reasonably believe that:
  - doing so is necessary to prevent loss to you or us;
  - the BOQ Specialist Debit Card is being used in a manner that may result in loss to you or us;
  - there is fraudulent activity occurring in relation to the BOQ Specialist Debit Card;
  - the BOQ Specialist Debit Card is being used in breach of these Conditions of Use in a way that increases risk to you or us;
  - your or the relevant Cardholder's use of the BOQ Specialist Debit Card or activities you or the relevant Cardholder undertakes in connection with the BOQ Specialist Debit Card are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
  - you or the relevant Cardholder provided us with false or misleading information in connection with us opening the Transaction Account or issuing the BOQ Specialist Debit Card which materially increases the risks we are exposed to in relation to you, another Cardholder, the Transaction Account or the BOQ Specialist Debit Card and we would not have opened the Transaction Account or issued

the BOQ Specialist Debit Card had the correct information been provided to us; or

- the BOQ Debit Card is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

We will act reasonably when suspending or cancelling a BOQ Specialist Debit Card, and we will not do more than is reasonably necessary considering the reasons why we have taken such action.

If We suspend or cancel a BOQ Specialist Debit Card, BOQ Specialist will notify you that the BOQ Specialist Debit Card has been suspended or cancelled unless we gave you prior notice that we would do so.

We may also cancel a BOQ Specialist Debit Card at any time without giving a reason with 30 days advance notice to you.

20.2 You or the relevant Cardholder may cancel a BOQ Specialist Debit Card at any time by telephoning our Client Service Centre on 1300 160 160. In these circumstances, you or the relevant Cardholder must confirm by telephone that the BOQ Specialist Debit Card has been destroyed and that you or the relevant Cardholder has disposed of the pieces securely.

20.3 BOQ Specialist may restrict the ability for you to access any Available Funds on your Transaction Account and prevent you and any Cardholders from using the BOQ Specialist Debit Card in circumstances where you are in default in accordance with section 20.1 and BOQ Specialist has notified you of the default and advised you that it will restrict your Transaction Account if you do not rectify the relevant default in accordance with the time frames set out in the notice BOQ Specialist provided to you.

20.4 A BOQ Specialist Debit Card must not be used after it has been cancelled or suspended or your Transaction Account has been restricted or closed. In some circumstances a BOQ Specialist Debit Card may be able to be used for store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a Transaction is processed manually. If a BOQ Specialist Debit Card is used after it has been cancelled or restricted or your Transaction Account has been closed in these circumstances then you will be liable to BOQ Specialist for the value of any Transaction as well as any reasonable costs incurred by BOQ Specialist in collecting the amounts owing which include interest calculations at the prevailing interest rate. Any such amounts are immediately due and owing upon demand by BOQ Specialist.

## **21. Your Liability in case a BOQ Specialist Debit Card is lost or stolen or in the case of Unauthorised use**

21.1 Liability for losses resulting from Unauthorised Transactions will be determined by the ePayments Code, where it applies.

21.2 You are not liable for losses caused by any unauthorised use of a BOQ Specialist Debit Card issued to you or a Cardholder:

- in relation to a Transaction performed using a BOQ Specialist Debit Card before you or the Cardholder actually received the BOQ Specialist Debit Card;
- in relation to a Transaction at an Electronic

Banking Terminal that requires the use of a PIN, before the Cardholder has actually received the PIN or set it in Online Banking;

- in relation to a Transaction performed after you or the Cardholder has reported the BOQ Specialist Debit Card has been misused, lost or stolen or that the security of the PIN has been breached under Section 5;
- due to the same Transaction being incorrectly debited to your Transaction Account more than once;
- if it is clear that you or the Cardholder did not contribute to any unauthorised use of the BOQ Specialist Debit Card;
- in relation to a Transaction that did not require the use of a PIN unless you or the Cardholder unreasonably delayed notifying us that the BOQ Specialist Debit Card was lost or stolen;
- caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of providers of goods or services (or their employees or agents) who allow payment to be effected by performing an Electronic Transaction; or
- in relation to any forged, faulty, expired or cancelled component or part of an access method used to perform an Electronic Transaction (eg a card or PIN).

21.3 Subject to sections 21.4 to 21.6, you will be liable for losses incurred in respect of unauthorised use of a BOQ Specialist Debit Card issued to you or a Cardholder if we can prove on the balance of probability that you or the Cardholder contributed to the loss through:

- fraud;
- breaching the security requirements set out in section 4; or
- leaving a BOQ Specialist Debit Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

21.4 If We can prove on the balance of probability that you or the Cardholder have contributed to losses resulting from the unauthorised use of a BOQ Specialist Debit Card by breaching the security requirements set out in section 4, your liability will be the actual loss that occurs before the loss, theft or misuse of the BOQ Specialist Debit Card or breach of security is reported to us.

21.5 If We can prove on the balance of probability that you or the Cardholder have contributed to losses resulting from the unauthorised use of a BOQ Specialist Debit Card by unreasonably delaying reporting the misuse, loss or theft of a BOQ Specialist Debit Card, or that the security of a PIN has been breached, you are liable for the actual losses that occur between when you or the Cardholder became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen BOQ Specialist Debit Card, and when the security compromise was reported to us.

21.6 However, in the circumstances described in section 21.4 and 2.5 above, you will not be liable for the portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction amount;

- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the Available Balance at the relevant time; or
- incurred on any facility or account that we and you had not agreed could be accessed using your BOQ Specialist Debit Card.

21.7 Where a code (e.g. a PIN) was required to perform the Unauthorised Transaction and it is unclear whether or not you or the Cardholder have contributed to any loss caused by unauthorised use of the BOQ Specialist Debit Card, your liability will be the lesser of:

- \$150; or
- your Available Balance at the relevant time; or
- the actual loss at the time BOQ Specialist is notified of the misuse, loss or theft of the BOQ Specialist Debit Card or breach of code security.

21.8 The security requirements in section 4 of these Conditions of use to safeguard your BOQ Specialist Debit Card, are the minimum security measures you and every Cardholder should take. If you disagree with our processes, you should contact Us and request that We review our decision in accordance with section 24 below.

21.9 We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with you or a Cardholder's instructions.

21.10 However, if you or a Cardholder were aware, or should have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your or a Cardholder's instructions or the card fails to work in the terminal.

## 22. Visa Zero Liability

22.1 In addition to the limits placed on your liability as described in section 21 above, Visa's scheme rules provide that BOQ Specialist shall limit your liability to nil in the following circumstances:

- the Unauthorised Transactions were not effected at an ATM;
- you or any Cardholder have not contributed to any loss caused by unauthorised use of your BOQ Specialist Debit Card as described in section 21.2; and
- you have provided all reasonably requested documentation to BOQ Specialist, which may include provision of a statutory declaration and police report.

22.2 Where this Visa zero liability section applies, BOQ Specialist will refund the amount of the Unauthorised Transactions, subject to:

- you having provided all reasonably requested information to BOQ Specialist;
- you are not otherwise in default or have breached these Conditions of Use in a manner that relates to the Unauthorised Transaction;
- BOQ Specialist has not reasonably determined that further investigation is necessary before refunding

the amount of the Unauthorised Transactions based on:

- i. the conduct of your Transaction Account;
- ii. the nature and circumstances surrounding the Unauthorised Transactions; and
- iii. any delay in notifying BOQ Specialist of the Unauthorised Transactions.

22.3 Any refund is conditional upon the final outcome of BOQ Specialist's investigation of the matter and may be withdrawn by BOQ Specialist where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, BOQ Specialist will comply with the requirements of section 24 of the Conditions of Use.

### **23. Indemnity**

23.1 To the extent permitted by law, and subject to section 23.2 you indemnify Us against any loss or damage We may suffer due to any claim, demand or action of any kind brought against Us arising directly or indirectly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with these Conditions of Use.

23.2 The indemnity in section 23.1 does not apply to any loss or liability:

- that We may have arising under the National Consumer Credit Protection Act 2009 (Cth); or
- to the extent that the loss or damage was caused by the fraud, negligence or misconduct of us, our employees and agents or any receiver appointed by us.

### **24. Resolving errors on Account Statements**

24.1 If you believe a Transaction is wrong or unauthorised or your Transactional Account Monthly Statement contains any instances of unauthorised use or errors, or you would like to query a Transaction, you must immediately notify BOQ Specialist by calling the Client Service Centre on 1300 160 160. Failure to do so may result in the loss of a chargeback right ("chargeback right" is further explained in section 24.7 below).

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

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

24.4 When BOQ Specialist advises you of the outcome of its investigations, it will;

- give you reasons in writing for its decisions by reference to these Conditions of Use; and
- advise you of any adjustments it has made to your Card Account.

24.5 If BOQ Specialist decides that you are liable for all or any part of a loss arising out of unauthorised use of your BOQ Specialist Debit Card, it will:

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

Transaction.

24.6 If BOQ Specialist fails to carry out these procedures or causes unreasonable delay, BOQ Specialist may be liable for part or the entire amount of the disputed Transaction where its failure or delay has prejudiced the outcome of the investigation.

24.7 BOQ Specialist has the ability to investigate Disputed Transactions which occur using a BOQ Specialist Debit Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and time frames in which a member of the scheme (for example, BOQ Specialist, a bank or 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, BOQ Specialist's ability to investigate a Disputed Transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The time frames 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, otherwise We will not be in a position to investigate a Disputed Transaction on your behalf. We will only claim a chargeback right, where one exists, for the most appropriate reason; and will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the Visa scheme rules.

### **25. Malfunction**

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

25.2 Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the Transaction. Cardholders will be required to present the BOQ Specialist Debit Card and sign a voucher. The voucher authorises BOQ Specialist to debit your Transaction Account (which will increase the balance owing to BOQ Specialist).

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

26.1 BOQ Specialist may make changes to these Conditions of Use any time by providing you with notice in accordance with this section 26.

26.2 If you wish to close your Transaction Account as a result of any change or variation We make to the Conditions of Use, you must contact BOQ Specialist to close your Transaction Account. In these circumstances, you will not be charged any fees or charges associated with Us closing your Transaction Account, providing you are not in default of the Terms and Conditions and Conditions of Use and you pay all monies owing.

26.3 Changes to Fees and Charges of BOQ Specialist Debit Card:

- BOQ Specialist will notify you of an increase in the amount of a fee or charge, the introduction of a new fee or charge or a change in the frequency or the time for payment of a fee or charge by giving you notice no later than 30 days before the change takes effect.
- Where a change reduces or removes a fee or charge or extends the time for payment of a fee or

charge, BOQ Specialist will notify you of the change as soon as reasonably possible (which may be before or after the change is made).

**27. Government changes**

Where there is a change to, or introduction of, a government fee or charge, we will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge).

**28. Other changes**

We will notify you of any other changes as soon as reasonably possible. Generally, we will give you notice of change no later than 30 days before the change takes effect unless the change is not unfavourable to you.

Notwithstanding the above, we may give you a shorter notice period (or no notice) of a change if it is reasonable for us to do so to manage a material and immediate risk where permitted by law and any applicable codes we have subscribed to.

**29. How change notices may be given**

BOQ Specialist is required to give under this section 26 may be given to you in writing, by publishing the notice in a newspaper circulating in your State or Territory or in any other manner allowed by law and any applicable code of practice (for example, subject to legal and regulatory obligations, BOQ Specialist may give you a notice by publishing it in a national newspaper or electronically on our website).

**30. Other General Conditions**

You agree that you or a Cardholder will promptly notify BOQ Specialist of any change of address and/or any other contact details for the mailing delivery of any notifications, which BOQ Specialist is required to send to you or a Cardholder.



## Debit Card Fee Schedule

Fee Name	Description	Amounts
Debit Card		
<b>Card and transaction fees</b>		
ATM transactions per activity	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the time you make the transaction.	Free ATM transactions at over 2,100 atm's by armaguard ATM's and all BOQ, CBA, ANZ, NAB & Westpac ATM's. ATM owner fee's apply for all other ATMs.
Foreign ATM fee	Charged for each transaction at an ATM outside of Australia.	\$5
Express card delivery	Priority handling cost for replacement Card.	\$40
Express PIN delivery	Priority handling cost for physical replacement PIN.	\$30
GCAS emergency card replacement fee	Payable and deducted from your card account on issuance of a replacement card outside Australia.	US\$175
Foreign currency conversion fee	Payable when a Cardholder makes a transaction on the Transaction Account in a currency other than Australian dollars, or the Cardholder makes a transaction on the Transaction Account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion charge and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to BOQ Specialist.	2.95% of the total value amount of each such transaction
<b>Other fees</b>		
Voucher retrieval fee	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant.	\$10

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