

# GLOBAL CURRENCY CARD

**Product disclosure statement.**

Date: 8 November 2018





# Contents.

<b>Introduction.</b>	<b>5</b>
Glossary.	5
About this Product Disclosure Statement.	5
Parties involved in Distribution of the Product.	5
Product Issuer.	6
Availability of the Product.	6
General Description of the Product and the Card.	6
Significant Benefits.	7
Significant Risks.	7
ePayments Code.	8
Other Important Information.	8
Queries and Complaints.	8
Complaints to Bank of Melbourne: What to do if you have a problem or dispute.	9
Complaints to Cuscal or Rêv.	9
External dispute resolution service.	9
<b>Terms and Conditions.</b>	<b>10</b>
1. Introduction.	10
2. Acquiring the Product.	10
3. Cards.	11
4. Activation of Cards.	11
5. Wallets.	11
6. Use of Cards.	12
7. Emergency Cash Transfers.	13
8. Funds Credits.	13
9. Limits Applying to Funds Credits.	14
10. Drawdown Sequence.	14
11. Foreign Exchange.	16
12. Fees.	17
13. Limitations on Use of Cards.	19
14. PINs.	20
15. Security of Cards and PINs.	21
16. Replacement of Cards.	21
17. Liability for Unauthorised Transactions.	22
18. Disputing Transactions.	23
19. Mistaken Transactions.	24
20. Transaction History and Statements.	24
21. Card Renewal and Expiry.	25

22. Unclaimed Monies. ....	25
23. Cancellation of Cards. ....	26
24. Cancellation of the Product. ....	26
25. Liabilities and Disclaimers. ....	27
26. Privacy and Information Collection. ....	28
27. Anti-Money Laundering and Counter Terrorism Financing Obligations. ....	29
28. Communications. ....	29
29. Changes to these Terms and Conditions. ....	30
30. Parties. ....	31
31. Website. ....	31
32. Apps for mobile devices. ....	32
33. Governing Law. ....	32
<b>Glossary. ....</b>	<b>33</b>

# Introduction.

## Glossary.

Please refer to the glossary in this Product Disclosure Statement (PDS), which includes definitions of important terms used in this PDS.

Terms that have definitions in the glossary usually start with capital letters to help make them stand out.

## About this Product Disclosure Statement.

This PDS has been prepared by Cuscal.

This PDS contains important information about the Bank of Melbourne Global Currency Card. It sets out the terms and conditions that apply to the Product, including the Card, and the key features and risks of the Product.

This PDS is set out in two parts. The first part contains information about the Product, including its significant features, benefits and risks, and the second contains the Terms and Conditions that apply to the Product.

The Terms and Conditions form part of this PDS.

It is important that you read and understand this PDS, including the Terms and Conditions. It is a legal document containing important information to assist you to decide whether the Product is right for you. You should also retain a copy of this PDS for future reference.

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. Before acting on any information in this PDS, you should consider whether it is appropriate to your financial situation, objectives or needs.

This PDS is dated 31 October 2018.

## Parties involved in Distribution of the Product.

Bank of Melbourne is a division of Westpac Banking Corporation. Westpac Banking Corporation ABN 33 007 457 141 (Westpac) is the holder of Australian Financial Services Licence no. 233714. Under its AFSL, Westpac is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the Product. When providing financial services in relation to the Product, Westpac acts on its own behalf.

Westpac is not the issuer of the Product. If you acquire the Product or a Card, you do not enter into any contractual relationship with Westpac. Westpac is not responsible for and does not guarantee any Card or your ability to access any prepaid value or to use the Card.

Bank of Melbourne can be contacted at: **Phone** 1300 804 266

Rêv Australia Pty Limited ABN 91 117 378 953 (**Rêv**) is the holder of Australian Financial Services Licence no. 401610. Under its AFSL, Rêv is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the Product. When providing financial services in relation to the Product, Rêv acts on its own behalf. Rêv provides services to Cuscal in relation to the management and administration of the Product.

Rêv is not the issuer of the Product. If you acquire the Product or a Card, you do not enter into any contractual relationship with Rêv.

Rêv can be contacted at: **privacyAU@revww.zendesk.com**

## Product Issuer.

Cuscal Limited ABN 95 087 822 455 (**Cuscal**) is the issuer of the Product and any Card. If you acquire the Product, you will enter into a contract with Cuscal. The terms of the contract are in the Terms and Conditions section of this PDS.

Cuscal is an authorised deposit-taking institution and a member of Visa International, and is the holder of Australian Financial Services Licence no. 244116. Under its AFSL, Cuscal is authorised to provide financial services including issuing non-cash payment facilities such as the Product. When providing financial services in relation to the Product, Cuscal acts on its own behalf. The balance of your funds, represented by the value stored on your Card, will be held by Cuscal as a liability owing to you. Cuscal is responsible for the settlement of transactions effected through the use of the Product but may outsource these functions to service providers.

Cuscal is paid fees by Rêv for the services it provides as the issuer. You may request details of remuneration or other benefits by contacting Customer Assistance before Rêv arranges for activation of the Card.

Cuscal takes full responsibility for the whole of this PDS, including the Terms and Conditions.

Cuscal can be contacted at:

**Phone:** 1300 650 501

**Address:** GPO Box 4720, Sydney NSW 2001

Bank of Melbourne – A Division of Westpac Banking Corporation (Distributor), Rêv (Service provider) and Cuscal (Product issuer) are unrelated companies.

## Availability of the Product.

You may obtain the Product, including the Card, only if you are 16 years or over. You must have a residential address in Australia and satisfy our identification requirements upon application in order to obtain the Product.

## General Description of the Product and the Card.

The Card is a reloadable prepaid Visa branded card that lets you pay for purchases or withdraw cash in Australia or overseas.

The Product allows you to:

- load funds onto your Card;
- access your pre-loaded funds, which can be stored in Wallets in up to eleven currencies;
- use the Card to transact with merchants who accept prepaid Visa cards anywhere in the world;
- use the Card to withdraw cash at ATMs where prepaid Visa cards are accepted anywhere in the world;
- move funds between Wallets at the Applicable Exchange Rate current at the time of transfer.

The Product is not a credit card and designed for personal use only and is not suitable for business or corporate purposes.

## Significant Benefits.

The significant benefits of the Product are:

- The Card is a Visa card that can be used to buy goods and services from merchants in Australia and around the world who accept Visa prepaid cards.
- The Card can be used to withdraw cash at participating Visa ATMs and financial institution outlets around the world. Withdrawals can be made in the local currencies supported by the Product.
- Using ATMs within the Global ATM Alliance network will save you money. See [bankofmelbourne.com.au](http://bankofmelbourne.com.au) for a list of included ATM's.
- The Product is reloadable, which means that you can add extra funds to it using a variety of load methods.
- You have a choice of Wallets and are offered foreign exchange rates when transferring funds between currencies.
- If you make a purchase or withdraw funds in a supported currency and have insufficient funds in the Wallet of the particular currency of the transaction, the transaction will proceed automatically if you have sufficient funds in another currency on your Card. This will occur by withdrawing funds from another Wallet according to the Drawdown Sequence (see section 10 [Drawdown Sequence] of the Terms and Conditions). You are able to influence or determine this order of priority. The Applicable Exchange Rate will apply (see section 11 [Foreign Exchange] of the Terms and Conditions).
- You will be provided with two Cards.
- In an emergency situation, such as if your Card has been lost, stolen or damaged while you are travelling, you can request an emergency cash transfer of up to \$3,000 (Australian Dollars). (See section 7 [Emergency Cash Transfers] of the Terms and Conditions.)

## Significant Risks.

The significant risks associated with the Product include:

- We may cancel your Product at any time.
- Exchange rates can vary according to external market factors and the exchange rate at the time you choose to convert your pre-loaded funds to another currency may subsequently prove not to be the most favourable.
- Unauthorised transactions can happen if the Card is lost or stolen, if your personal identification number (PIN) is revealed to an unauthorised person, as a result of fraud, or if you breach the Terms and Conditions of the Product outlined in this PDS.
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are entered.
- If the electronic network enabling the use of a Card is unavailable, you may not be able to perform transactions or get information using the Card.
- The Card could be lost, destroyed or stolen.
- The amount of cash that can be withdrawn using the Card may be limited at particular ATMs or financial institution outlets.
- You might not be able to get your money back if Unauthorised Transactions or mistaken transactions occur.
- If you load funds in, or transfer funds to, a particular Wallet, exchange rate fluctuations may result in you having less money loaded than you thought.

- The Available Balance is not backed by a deposit account with Bank of Melbourne, Westpac or Cuscal. Even though both Westpac and Cuscal are authorised deposit taking institutions, in the unlikely event that either Westpac or Cuscal were to become insolvent, your Available Balance will not be protected by the Financial Claims Scheme.

## **ePayments Code.**

- We will comply with the requirements of the ePayments Code, even though we are not currently a subscriber to the ePayments Code, to the extent that the ePayments Code would apply if we were a subscriber.

## **Other Important Information.**

There are some other important things that you need to be aware of about the Product:

- The Product is designed exclusively for electronic use. The method of communication that we will use to give you information, including information under the ePayments Code, will be electronic communication. Therefore, you must ensure your email address details are correct and you notify us of any changes. See section 28 [Communications] of the Terms and Conditions for more information.
- The Card supports eleven currencies, including Australian dollars, which are listed on the Website.
- A foreign exchange rate will apply when transferring value between Wallets on your Card. This foreign exchange rate will be determined by Bank of Melbourne at the time of transfer. If you acquire the Product, you will be able to view the Applicable Exchange Rates prior to making currency transfers on the Website.
- When travelling overseas, you should always allow the transaction to be completed in that country's local currency. If you are given a choice to change the currency from the local currency, you should reject the request. This decision instructs the payment network to follow the currency conversion rules of the Card (see section 10 [Drawdown Sequence] of the Terms and Conditions), and allows us to correctly source funds from Wallets that you have already loaded.
- The funds loaded to your Available Balance do not generate any interest or other return. We do not pay any interest or other return on credit (positive) balances on your Card.
- Although Westpac and Cuscal are authorised deposit-taking institutions in Australia, the Available Balance is not backed by a deposit account with Bank of Melbourne, Westpac or Cuscal.
- You do not become a depositor with Bank of Melbourne, Westpac or Cuscal by holding the Product. If you have a deposit account with Bank of Melbourne, Westpac or Cuscal, the Available Balance is not counted in determining how much money you might have on deposit with Bank of Melbourne, Westpac or Cuscal for any purpose.
- You must press the Credit [CR] button at point of sale terminals and ATMs in order to access the Available Balance.
- A Card accesses only the value that you have loaded to Available Balance. It is not a credit card.

## **Queries and Complaints.**

If you have a query about the Product, you should initially direct the query to Bank of Melbourne through Customer Assistance, available on 1300 804 266, 24 hours a day, 7 days a week.



## Complaints to Bank of Melbourne: What to do if you have a problem or dispute.

### Getting your complaint heard.

Sometimes you may want to talk about problems you are having with Bank of Melbourne. Fixing these problems is very important to Bank of Melbourne.

Bank of Melbourne has put in place ways of dealing with your issues quickly and fairly.

### Please talk to Bank of Melbourne first.

Bank of Melbourne aims to resolve your complaint at your first point of contact with them.

You can contact Bank of Melbourne 24 hours a day, 7 days a week:

**Australia:** 1300 804 266

**Overseas:** +61 3 8536 7873

### Contact Bank of Melbourne's Customer Relations Team.

If Bank of Melbourne can't resolve your complaint at your first point of contact with them, they will escalate it to their Customer Relations Team.

You can also contact the Bank of Melbourne Customer Relations Team directly by:

**Telephone:** 1800 804 728

**Website:** [bankofmelbourne.com.au](http://bankofmelbourne.com.au), click on 'Contact us' and provide your feedback.

**Mail:** Locked Bag 1, Kogarah 1485

## Complaints to Cuscal or Rêv.

If you have a complaint about the Product you should initially contact Bank of Melbourne on the details above.

Both Cuscal and Rêv have in place their own internal dispute resolution procedures. If your complaint is about Cuscal and Rêv, you may contact them using the details on pages 5 and 6 of this PDS. Depending on the nature of your complaint, Cuscal and Rêv might refer it to Bank of Melbourne or otherwise they will deal with the complaint according to their internal dispute resolution procedures and the ePayments Code where the complaint relates to a transaction covered by the ePayments Code.

## External dispute resolution service.

If you have made a complaint to Cuscal, Westpac or Rêv and you are not satisfied with their response or handling of your complaint, you may be able to lodge your complaint with a free, independent external dispute resolution scheme. If your complaint is lodged:

- **before 1 November 2018**, you may lodge your complaint with the Financial Ombudsman Service Australia:
  - Online:** [www.fos.org.au](http://www.fos.org.au)
  - Email:** [info@fos.org.au](mailto:info@fos.org.au)
  - Phone:** 1800 367 287
  - Mail:** Financial Ombudsman Service Limited GPO Box 3 Melbourne VIC 3001
- **on or after 1 November 2018**, you may lodge your complaint with the 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

Please note that if you haven't first tried to resolve your complaint with Cuscal, Westpac or Rêv, the external dispute resolution scheme will generally direct your complaint to Cuscal, Westpac or Rêv to provide you with a response under their internal dispute resolution process.

# Terms and Conditions.

## 1. Introduction.

- These Terms and Conditions govern the use of the Product and any Card. Please read them carefully and keep a copy for your records.
- You will be considered to have agreed to be bound by these Terms and Conditions if you:
  - sign the back of a Card; or
  - Activate a Card.
- Both the Product and your Card must be Activated, and any Card must be signed on the back by you, before it can be used.
- By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of your Card, except where stated otherwise in these Terms and Conditions.
- By agreeing to these Terms and Conditions, you also:
  - acknowledge that you have been given a copy of the PDS; and
  - acknowledge and agree to the information and disclosures contained in the PDS.
- We are not currently a subscriber to the ePayments Code but we warrant that we will comply with the ePayments Code in our dealings with you relating to the Product to the extent we would be required to do so if we were a subscriber to the ePayments Code.
- In these Terms and Conditions, the singular includes the plural and vice versa.
- All amounts of money stated in these Terms and Conditions are in Australian dollars unless stated otherwise.
- References to days, times or periods of time in these Terms and Conditions are reckoned according to Australian Eastern Standard Time.

## 2. Acquiring the Product.

- To acquire the Product, you must be an existing customer of Bank of Melbourne with Internet Banking access.
- You can acquire this Product via our Internet or Mobile Banking or by visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au) and applying for the product
- When acquiring the Product, you will need to provide personal information so that we can verify your identity.
- There are two possible outcomes of identity verification:
  - If we have insufficient information to verify your identity, we will be unable to issue the Product to you.
  - If we have sufficient information to verify your identity and you meet the requirements outlined in this PDS to be issued with the Product, we can accept your application and issue the Product to you.
- We reserve the right to limit the number of Products we issue you.

### **3. Cards.**

- When you acquire the Product, you will be issued with two cards.
- Each of the Cards:
  - has a unique 16 digit Visa number;
  - can be used to access the same Available Balance; and
  - has to be Activated and cancelled independently.
  - There must be a sufficient Available Balance before a Card can be used. That is, the Available Balance must be equal to, or exceed, the amount of any purchase or ATM withdrawal to enable that purchase or ATM withdrawal to proceed.
- A Card is not a credit card, and we do not advance funds to enable purchases or withdrawals.
- A Card remains the property of Cuscal and you must surrender it to us or our agent if we or our agent ask for it to be surrendered.
- You must not give a Card to anyone else. The second Card is for your use only in the event that the first Card is lost or stolen or can't be used.

### **4. Activation of Cards.**

- The Product and the Card must be Activated before you can use a Card. A Card must also be signed before you use it.
- Activation of a Card can be done via the Website or by calling 1300 804 266 (local call cost).
- Each Card has to be Activated independently.

### **5. Wallets.**

- The Available Balance can be divided into separate Wallets, each denominated in a separate Supported Currency.
- There are eleven Wallets to choose from, but only five can be active at a time so the maximum number of Wallets in which your Available Balance can be held at any time is five. The Australian Currency Wallet must always be active. This means you can hold up to four Foreign Currency Wallets.
- Funds Credits made by transferring funds will be placed in the Australian Currency Wallet.
- Funds Credits can be made by a funds transfer from a Bank of Melbourne account linked via Bank of Melbourne Internet and Mobile Banking, or from an account with any Australian financial institution via BPAY® or a pay anyone payment.
- To place part of the Available Balance in a different Wallet, you can:
  - go to the Website and follow the instructions there; or
  - access the mobile app and follow the instructions there; or
  - contact Customer Assistance.
- If you have five Wallets active and wish to activate another Wallet, you will first need to empty and deactivate one of the active Foreign Currency Wallets.

## 6. Use of Cards.

- A Card can be used anywhere that the Card is accepted to pay for goods and services, including online purchase transactions. Some merchants in Australia may choose not to accept Visa cards. For further details visit the Website.
- You agree not to make or attempt to make transactions that exceed the Available Balance.
- If you make or attempt to make any transactions that exceed the Available Balance, then you will be liable for any Negative Balance along with any reasonable costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions.
- We may restrict or stop the use of a Card or the Product if excessive use of a Card or other suspicious activities are noticed.
- You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can complete and return the Dispute Resolution Form available on the Website or contact Bank of Melbourne via Customer Assistance and follow our dispute resolution process. You should not contact Visa.
- If you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your Available Balance, cash refund or in store credit.
- Except where it is due to the failure of our system to accept a transaction, we are not liable in any way when authorisation is declined for any particular transaction.
- A Card may be used at ATMs that accept Visa cards. ATM transaction fees may apply (see section 12 [Fees] of these Terms and Conditions). Those fees are in addition to any ATM operator fees that may be charged by the ATM operator. If there is not a sufficient Available Balance for an ATM transaction plus fees, the transaction will be declined.
- Some ATMs may offer to convert the local currency into Australian dollars at the ATM operator's exchange rate which may or may not be disclosed at the ATM. In order to take the funds out of the Wallet which holds the local currency, you should reject the request.
- If you withdraw funds from your Available Balance at an ATM that dispenses multiple currencies, the ATM operator may offer to convert the amount being withdrawn to a currency other than the local currency at their exchange rate which may or may not be disclosed. In order to take money out of the Wallet which holds the currency you wish to withdraw, you need to reject the request.
- You are responsible for all transactions using a Card, other than as stated elsewhere in these Terms and Conditions (for example, see section 17 [Liability for Unauthorised Transactions]).
- You must not permit anyone else to use your Card. If you do, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorised regular payments through the use of a Card.

## 7. Emergency Cash Transfers.

- In an emergency situation, such as if your Card has been lost, stolen or damaged while you are travelling, you can request an emergency cash transfer by contacting Customer Assistance.
- The maximum amount of an emergency cash transfer is \$3,000 (Australian dollars).
- Depending on where you are, we will do our best to arrange an emergency cash transfer through our preferred global money transfer agent. We will only be able to do this if:
  - we can verify your identity; and
  - you can attend an office of our preferred global money transfer agent and tell us in advance the country and the city of the office you can attend; and
  - you tell us the currency in which you would like the emergency cash transfer to be provided.
- If we can arrange an emergency cash transfer:
  - a fee applies (see section 12 [Fees] of these Terms and Conditions); and
  - the amount of the fee will be deducted from the amount that you have requested be transferred; and
  - the amount of the emergency cash transfer (including the associated fee) will be debited to your Available Balance and cannot exceed your Available Balance; and
  - the transferred amount will be debited in Australian Dollars, even if you have funds available in the currency you choose to receive the emergency transfer in. Conversion fees may apply if the requested amount is not available in the Australian Dollar wallet. The global money transfer agent will apply conversion fees when transferring to funds in other currencies than Australian Dollars.
  - you will need to attend the office of our preferred global money transfer agent that you nominated when requesting the emergency cash transfer to collect the cash; and
  - when attending to collect the cash, you will need to satisfy our preferred global money transfer agent of your identity according to their identification procedures.
- We cannot promise that an emergency cash transfer will always be available. Please note that if we can arrange an emergency cash transfer, we do not have control over the time that it will take for the cash to be available to you and therefore we cannot take responsibility for any delays.

## 8. Funds Credits.

- Funds Credits can be loaded only as specifically provided in these Terms and Conditions.
- You can load Funds Credits via a funds transfer in Bank of Melbourne Internet and Mobile Banking when you select the Global Currency Card account. Funds Credits via this method will be part of your Available Balance immediately.
- If you have an account with an Australian financial institution which supports direct entry payments through the Bulk Electronic Clearing System you can use your financial institution's internet banking facility (where available) to load Funds Credits by submitting a pay anyone payment from your account to your Card using the BSB and account number information located on the reverse of your Card. Your financial institution may charge you a fee for performing a pay anyone payment and any pay anyone instruction will be subject to your own financial institution's cut off times. Funds Credits via this method will be part of your Available Balance within 1 Business Day from the time the Funds Credit was initiated.

- You can load Funds Credits by using BPAY. BPAY is an electronic payment service by which payments can be made through a number of Australian banks, building societies and credit unions. To load Funds Credits by BPAY, you may need to register for internet or phone banking with your financial institution. Your financial institution may charge transaction fees relating to Funds Credits transmitted by BPAY. Funds Credits via this method will be part of your Available Balance within 3 Business Days from the time the Funds Credit was initiated.
- In addition, we may make available other products or services through which you can load Funds Credits.
- We do not charge a fee for card loads or reloads.
- Any communication method to allow you to load Funds Credit is dependent upon our receiving your instruction via that communication method and is subject to interruptions or delays that the communication method may experience from time to time. We take no responsibility for any delay or failure in the communication method.
- This is not a facility by which Bank of Melbourne or Cuscal takes deposits from you. This facility only allows you to load Funds Credits to a Card.

## 9. Limits Applying to Funds Credits.

- The minimum Funds Credit that can be loaded when acquiring the Product is \$100 (Australian dollars or equivalent).
- The minimum subsequent Funds Credit that can be reloaded after the initial Funds Credit is \$50 (Australian dollars or equivalent).

The maximum Available Balance that can be loaded, and the maximum Funds Credit that can be loaded at any one time, is shown in the following table:

	Limit Amount (AUD or equivalent)
Maximum Available Balance	\$50,000
Maximum Daily Funds Credit via BPAY	\$6,000
Maximum single Funds Credit via transfer funds or pay anyone payment (as long as it does not cause the Available Balance to exceed maximum Available Balance as specified above)	\$25,000
Maximum aggregate Funds Credits during any calendar year	\$100,000

## 10. Drawdown Sequence.

- When using your Card to withdraw money from an ATM or to make a purchase in the currency of the country you are in, your Card will automatically draw on the currency of that country but only if you have a sufficient part of your Available Balance held in a Wallet in that currency. If there are no or insufficient funds available in the local currency Wallet, your Card will look to draw funds from the next Wallet in the Drawdown Sequence at the Applicable Exchange Rate.
- If, for example, you wished to complete a transaction in the local currency:
  - if the Available Balance of your Wallet which is held in the local currency (**Wallet A**) is less than the transaction amount your Card will first draw funds from Wallet A;

- if the Available Balance in Wallet A is insufficient to pay the transaction amount in full, your Card will draw funds from the next Wallet in the Drawdown Sequence (which is not held in the local currency) (Wallet B) for the purposes of paying the remainder of the transaction amount. It will do this by transferring funds from Wallet B to Wallet A – this is called an “auto Wallet transfer” and the Applicable Exchange Rate will apply;
  - if the Available Balance in Wallet B is insufficient to pay the transaction amount in full, your Card will then draw funds from the next Wallet in the Drawdown Sequence (which is not held in the local currency) (Wallet C) for the purposes of paying the remainder of the transaction amount. It will do this by performing an auto Wallet transfer from Wallet C to Wallet A. The Applicable Exchange Rate will apply to such transfer; and
  - the Card will continue to draw funds from the next available Wallet in the Drawdown Sequence until the transaction amount is paid in full. Each time that the Card draws funds from a Wallet which is not held in the local currency, it will perform an auto Wallet transfer from the next available Wallet in the Drawdown Sequence to Wallet A. The Applicable Exchange Rate will apply to each such transfer.
- While we do our best to complete the transaction by utilising the Drawdown Sequence and drawing funds from all of your available Wallets, if the Available Balance is insufficient to pay the transaction amount in full, the transaction will be declined. In this case, no auto Wallet transfers will occur.
  - If you transact in a currency other than a Supported Currency, the funds will be drawn from your Australian Currency Wallet. If the Available Balance in your Australian Currency Wallet is less than the transaction amount, we will draw funds from the Available Balance held in your other Wallets according to the Drawdown Sequence.
  - A foreign exchange fee will apply to these currency transactions (see section 12 [Fees] of these Terms and Conditions).

### Example of Drawdown Sequence.

- Wallets Available
  - \$200 USD
  - €100 EURO
- If you want to make a purchase for \$250 USD, but you only have \$200 USD in your USD Wallet, the transaction will be approved because funds will be drawn from your next available Wallet; in the example here USD is the top Wallet, then the EURO Wallet.
- \$200 USD will be used first, then EURO, at the Applicable Exchange Rate.
- If the Applicable Exchange Rate is \$1 USD = 0.74 EURO, then this rate will apply to the \$50 USD required to complete the transaction i.e.  $\$50 \times 0.74 = 37$  EURO. This means that 37 EURO will be drawn from your EURO Wallet and \$50 USD credited to your USD Wallet to allow the transaction to be completed.

## 11. Foreign Exchange.

- We will apply a foreign exchange rate in the circumstances listed in the following table. The table also tells you the currencies between which we apply the Applicable Exchange Rate in each of these circumstances.

Circumstances	Applicable Exchange Rate
You make a funds transfer via online banking. Funds transfers are always in Australian dollars and may only be loaded to the Australian Currency Wallet.	None
You make a Funds Credit via BPAY. Funds Credits via BPAY are always in Australian dollars and may only be loaded to the Australian Currency Wallet.	None
You use the Card to perform a transaction in a Supported Currency but: you do not have a sufficient part of your Available Balance in a Wallet in that currency; and you have sufficient funds in other Wallets (not in that currency).	The Supported Currency of each Wallet used to fund the transaction according to the Drawdown Sequence (to the extent of the amount used from that Wallet) > the Supported Currency of the transaction
You use the Card to perform a transaction in a currency that is not a Supported Currency	Australian dollars > the currency of the transaction <b>and/or</b> <i>if an insufficient part of your Available Balance is in the Australian Currency Wallet:</i> the Supported Currency of each Wallet used to fund the transaction according to the Drawdown Sequence (to the extent of the amount used from that Wallet) > Australian Dollars > the currency of the transaction
You transfer part of your Available Balance from one Wallet to another	The Supported Currency of the Wallet from which that part of your Available Balance is being transferred > the Supported Currency of the Wallet to which that part of your Available Balance is transferred
We need to calculate your Available Balance for any other purpose (for example, to calculate your Available Balance on expiry. See section 21 [Card Renewal and Expiry] of these Terms and Conditions) and any part of the Available Balance is held in a Foreign Currency Wallet	The currency of the Foreign Currency Wallet > Australian dollars
We need to determine whether a limit specified in these Terms and Conditions has been used up and any transactions that need to be looked at in doing so were in any currency other than Australian dollars	The currency of the transaction > Australian dollars



Circumstances	Applicable Exchange Rate
We need to calculate the Australian dollar amount of a transaction for any purpose contemplated by these Terms and Conditions. (For example, to calculate the foreign exchange fee. See section 12 [Fees] of these Terms and Conditions.)	The currency of the transaction > Australian dollars

- The Applicable Exchange Rate between any two currencies is the rate that we set from time to time. The rates are updated continuously throughout the day. You can check the rates on the Website.

**Please note.**

- We update Applicable Exchange Rates frequently. The Applicable Exchange Rate between two currencies may change daily, or even more than once during a day.
- If an Applicable Exchange Rate is applied on the day when a part of your Available Balance is placed in a Foreign Currency Wallet, you need to know that the Applicable Exchange Rate when you move funds out of that Wallet (e.g. by undertaking a transaction or moving funds to a different Wallet) will not necessarily be the same as it was when you placed funds in that Wallet. It may be higher or lower.

## 12. Fees.

- You agree to pay the fees set out in these Terms and Conditions. Whenever any of those fees is incurred or becomes payable, you authorise us to deduct it from the Available Balance, in accordance with the Drawdown Sequence, and reduce the Available Balance accordingly. Any fees payable in relation to a transaction will be added to the amount of that transaction, and the total amount will be deducted together.
- All fees are expressed in Australian dollars except where specified and are inclusive of any applicable GST.
- Set out below is a table of the fees and charges payable to us:

Card issue and replacement fees	
Card Issue fee – payable whenever you successfully apply for the Product (i.e. the Product is issued to you)	Nil
Card replacement fee – payable if you ask us to replace a lost, stolen, or expiring Card.	Nil
Emergency cash transfer fees (Please refer to section 7 [Emergency Cash Transfers] for an explanation)	
If amount sent is up to \$500 (AUD)	\$15
If amount sent is over \$500 up to \$1000 (AUD)	\$20
If amount sent is over \$1000 up to \$2000 (AUD)	\$25
If amount sent is over \$2000 up to \$3000 (AUD)	\$30

## Funds Credits loading fees

Initial Funds Load	Nil
Card reload fee (per reload)	We do not charge a fee for card reloads. If you make a BPAY transfer from another financial institution they may charge a transaction fee.

## Online Servicing fees

Online Servicing Fee – payable when you check your Available Balance or transaction history or change your PIN	Nil
--	-----

## Telephone support fees

Automated telephone enquiry via interactive voice response (IVR) – payable for an automated telephone customer service call to Customer Assistance	Nil
--	-----

Telephone support fee – payable for a live operator telephone customer service call to Customer Assistance	Nil
--	-----

## ATM fees

**ATM transaction fees per currency** – payable whenever you use an ATM to transact in the following currencies (unless at a Bank of Melbourne, BankSA, St.George or Westpac ATMs in Australia and Global ATM Alliance Partner ATMs):

• Australia	AUD 2.00
• United States of America	USD 2.00
• United Kingdom	GBP 1.50
• Europe	EUR 2.00
• New Zealand	NZD 3.00
• Canada	CAD 2.50
• Hong Kong	HKD 15.00
• Singapore	SGD 3.00
• Japan	JPY 200
• Thailand	THB 75.00
• South Africa	ZAR 20.00

**ATM balance enquiry fee** – payable whenever you make an enquiry in respect of your Available Balance in the following currencies using an ATM (unless at a Bank of Melbourne, BankSA, St.George or Westpac ATMs in Australia and Global ATM Alliance Partner ATMs):

• Australia	AUD 2.00
• United States of America	USD 2.00
• United Kingdom	GBP 1.50
• Europe	EUR 2.00
• New Zealand	NZD 3.00
• Canada	CAD 2.50
• Hong Kong	HKD 15.00
• Singapore	SGD 3.00
• Japan	JPY 200
• Thailand	THB 75.00
• South Africa	ZAR 20.00

Some banks may also apply a surcharge to withdrawals from their ATMs. This should be drawn to your attention before you proceed with your transaction. This surcharge amount will be added to your withdrawal amount.

#### Statement fees

Electronic statements on Website – payable whenever we provide an electronic statement to you	Nil
---	-----

#### Government duties, taxes and charges

Payable whenever a government duty, tax or charge is imposed relating to the Product, a Card or a transaction	The amount of the duty, tax or charge
---	---------------------------------------

#### Other fees

Transaction dispute handling fee (The fee will not be charged or the fee will be reversed if the dispute is resolved in your favour)	Nil
---	-----

#### Foreign Exchange

Foreign Exchange Fee – payable whenever a Card is used for a transaction in a currency other than a Supported Currency	3% of the Australian dollar amount of the transaction
--	---

#### Example of Foreign Exchange Fee.

- You make a purchase from a merchant outside Australia and in a currency other than a Supported Currency. The transaction is for 100 Turkish lira. The Applicable Exchange Rate on the day of the transaction between Turkish lira and Australian dollars is 1 Turkish lira = \$0.536317 Australian dollars.
- The Australian dollar amount is  $100 \times \$0.536317 = \$53.63$ .
- The foreign exchange fee is therefore  $3\% \times \$53.63 = \$1.61$ .
- \$55.24 (the total of the Australian dollar amount of the transaction and the foreign exchange fee) will be debited to your Australian Dollar Wallet.

### 13. Limitations on Use of Cards.

- The following limitations apply to use of your Cards:
  - A Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for any internet gambling transactions.
  - When using a Card with some merchants (such as hotels, rental cars, restaurants and cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the merchant may obtain an authorisation or approval on a Card for an amount up to 20% more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears, although only the amount actually spent will be finally deducted from the Available Balance after the authorisation or approval clears. The amount by which the authorisation or approval exceeded the final purchase amount will be added back to the Available Balance when the authorisation or approval clears.

- Periodic transaction limits apply to the Product. These limits are as follows:
  - ATM withdrawals in a 24 hour period are limited to the lower of \$2,000 (Australian dollars or equivalent) or any withdrawal limits set by the individual ATM operator.
  - Total ATM withdrawals, POS/EFTPOS or online purchases in a 24 hour period are limited in aggregate value to the lower of \$10,000 (Australian dollars or equivalent) or any withdrawal limits set by the individual operator. Merchants or other providers of facilities may impose additional limits.
  - Some retailers may choose not to accept Visa cards.

## 14. PINs.

- The PIN for a Card will be set at the time of Activation of the Card.
- You may change the PIN for a Card either online at the Website or App or by phoning Customer Assistance.
- If you forget a PIN, please phone Customer Assistance.
- Should an incorrect PIN be entered three times when a transaction is attempted using a Card, the Card will be temporarily suspended. Please call Customer Assistance to reset your PIN.
- Should a Card be retained by any ATM because of incorrect PIN entries, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact Customer Assistance and arrange to be issued with a new Card.

### **Tips about Pin Selection and Security.**

- When selecting a PIN, select and memorise one that other people won't be able to guess easily. Avoid obvious PINs like '1234', '9999', your postcode or your date of birth.
- Do not record a PIN in reverse order, or disguised as a phone number or date where no other phone numbers or dates are recorded.
- Do not record a PIN in an easily decoded format based on the alphabet (e.g. A=1, B=2, etc).
- Do not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.
- Do not allow anyone to watch as the PIN is entered into an ATM or other device (such as an EFTPOS terminal).

*Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is set out in section 17 [Liability for Unauthorised Transactions].*

## 15. Security of Cards and PINs.

- You must not, in respect of your Card:
  - voluntarily disclose one or more PINs to anyone, including a family member or friend; or
  - write or record a PIN on the Card to which it relates; or
  - keep a record of a PIN on anything carried with the Card to which it relates or which is liable to loss or theft simultaneously with a Card, unless you make a reasonable attempt to protect the security of the PIN; or
  - keep a written record of all the PINs required to perform a transaction without a Card on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the PIN or PINs.
- Some of the ways a reasonable attempt can be made to protect the security of a PIN when making a record of it are:
  - hiding or disguising the record among other records; or
  - hiding or disguising the record in a place where it would not be expected to be found; or
  - keeping the record in a securely locked container; or
  - preventing unauthorised access to the record if it is kept electronically.
  - You must not act with extreme carelessness in failing to protect the security of all PINs. Extreme carelessness is a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. (An example of extreme carelessness is writing your PIN on your Card.)
- You must not select a numeric PIN that represents your birth date or an alphabetical PIN that is a recognisable part of your name, because the consequences of doing so are that the PIN is more likely to be easily guessed and could result in Unauthorised Transactions.
- You must promptly notify us if:
  - a Card is misused, lost or stolen; or
  - a Card is damaged or not working properly; or
  - the security of a PIN is breached in any way; or
  - there has been an Unauthorised Transaction in respect of your Product; or
  - there is reason to believe any of the above might occur or might have occurred.
- If there is an unreasonable delay in giving this notification, you may be responsible for the losses occurring as a result of the delay.
- The notification can be made by phone to Customer Assistance, 24 hours a day, 7 days a week. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.

## 16. Replacement of Cards.

- You may request a replacement for a Card if it is misused, lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. We do not have to issue a replacement Card if you have failed to comply with the law or these Terms and Conditions, if we believe that doing so may cause loss to you or us, if we suspect that the Product has been used illegally or if there is a legal restriction on our issuing the replacement Card.

- If we issue a replacement Card, we will send it to you by post. We cannot be responsible for the delivery times once we have posted a replacement Card but as a rule you should allow:
  - 3 to 5 working days for the replacement Card to arrive if you are in Australia; or
  - the usual delivery time for standard mail from Australia to the required destination for the replacement Card to arrive if you are overseas.

### **Tips about Lost or Stolen Cards.**

If your Card is lost or stolen, an alternative to requesting a replacement is to request an emergency cash transfer (see section 7 [Emergency Cash Transfers] of these Terms and Conditions).

## **17. Liability for Unauthorised Transactions.**

- Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.
- You are not liable for loss resulting from an Unauthorised Transaction where it is clear that you have not contributed to the loss.
- You are not liable for loss resulting from an Unauthorised Transaction if the cause of the loss is:
  - fraud or negligence by an employee or agent of Cuscal or a subscriber to the ePayments Code, a third party involved in networking arrangements, or a merchant or their employee or agent; or
  - a Card, identifier or PIN which is forged, faulty, expired or cancelled; or
  - a transaction requiring the use of a Card and/or PIN that occurred before you received the Card and/or PIN (including a reissued Card and/or PIN); or
  - a transaction being incorrectly debited more than once to the Available Balance; or
  - an Unauthorised Transaction performed after we have been informed that a Card has been misused, lost or stolen, or that the security of a PIN has been breached.
- You are not liable for loss resulting from an Unauthorised Transaction that can be made using an identifier without the Card or a PIN. Where a transaction can be made using a Card, or a Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of a Card.
- You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching section 15 (Security of Cards and PINs) of these Terms and Conditions (but if two or more PINs were required for a transaction, this is only the case if you breached section 15 [Security of Cards and PINs] of these Terms and Conditions in relation to all of them, or if we can prove on the balance of probability that your breach in relation to one or more, but not all, of them was more than 50% responsible for the losses). In those circumstances, you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card or breach of PIN security is reported to us, but:
  - you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
  - you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and

- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.
- You will be liable for losses arising from an Unauthorised Transaction that occurs because you contributed to the losses by leaving a 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.
- You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the losses by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the security of all PINs has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, and when you reported the security compromise to us, but:
  - you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
  - you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
  - you are not liable for the portion of losses that exceeds the Available Balance; and
  - you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.
- If a PIN was required to perform an Unauthorised Transaction not already covered above, you will be liable for the least of:
  - \$150; or
  - the Available Balance; or
  - the actual loss at the time that the misuse, loss or theft of a Card or breach of PIN security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.
- If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under the rules of the Visa scheme, at the time of the report, against other parties to the Visa scheme (for example, chargeback rights).

## **18. Disputing Transactions.**

- In the event you dispute a transaction, we may ask you to provide certain information, complete certain documentation or do certain things, such as make a police report. If we request information from you in relation to the disputed transaction, it is expected that you will supply this within 14 days. If you do not provide us with the information we request within 14 days, we may be unable to process your dispute and the disputed transactions may remain your responsibility.

### **Important Information about Chargebacks.**

- In some circumstances, card scheme rules allow us to charge a transaction on the Visa card back to the merchant with whom you made the transaction. This is known as a chargeback.
- You should report a disputed transaction as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. If it is available, we will claim a chargeback right for a transaction on your Visa card if:
  - you ask us to do so; and
  - you give us the information and material we require to support a chargeback within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.
- The timeframe for disputing a transaction may not apply where the ePayments Code applies.

## **19. Mistaken Transactions.**

- It is your responsibility to correctly enter all information into an ATM or other system or equipment with which you undertake a transaction or information request using a Card or Card details, including any transaction amounts. We will not be responsible for the consequences of incorrect data entries.
- You will not be liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.
- However, where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, our liability is limited to:
  - correcting any errors; and
  - refunding any fees or charges imposed on you.

## **20. Transaction History and Statements.**

- Periodic statements showing the transactions on your Product and the Available Balance are available on the Website.
- You may check the Available Balance and the transaction history in respect of your Product, 24 hours a day, 7 days a week at the Website. You may also obtain the Available Balance and transaction history by phoning Customer Assistance. If you notice any error (or possible error) in any transaction or statement relating to your Product, you must notify Customer Assistance immediately. We may require you to provide additional written information concerning any error (or possible error).
- As required by the ePayments Code, we will give you a statement of transactions performed through the Product at 6 monthly or more frequent intervals, unless the Available Balance is zero and there were no transactions during the statement period. Statements will be made available electronically on the Website.
- You have the option of receiving statements more frequently than every 6 months. You can also ask for a statement on request.



### **Tips about Statements.**

- We will send you an email, at least once every 6 months, to tell you that you can retrieve statements from the Website.
- Even if we haven't told you that there is a statement available on the Website, you can use the Website to access statements on a monthly or quarterly basis.

## **21. Card Renewal and Expiry.**

- A Card is valid until the expiry date shown on the front of the Card.
- A Card cannot be used after its expiry date.
- One month before the Card is due to expire, we will send you by email a reminder that the Card is about to expire.
- You can order up to 2 new cards with a 2 year expiry period via the Website or by calling Customer Assistance within two months of the Card expiry date, or any time following the card expiry date.
- You can continue to use your old cards until they expire.
- When the Card expires:
  - You cannot load any further Funds Credits to your Product.
  - If your Card has expired with a positive Available Balance and you do not wish to order a new Card, you can transfer funds to your nominated Australian bank account from your Australian Currency Wallet and close your Product by visiting the Website. The Available Balance will be transferred to your nominated Australian bank account within 10 Business Days.
- You should make sure that we have your correct and current email address (as well as other contact details) at all times. If you haven't given us your up-to-date email address, you might not receive our reminder that the Card is about to expire.

- You should check your emails regularly. If you don't check your emails regularly, you might not see our email reminding you that the Card is about to expire in time to use up the Available Balance by the expiry date. If you don't check your emails regularly, this might not be a suitable product for you.

## **22. Unclaimed Monies.**

If you have not made a deposit or withdrawal from your Available Balance for seven years and the Available Balance is \$500 or more (or any other amount that the Commonwealth Government advises from time to time), Cuscal may be required to transfer the Available Balance to the Commonwealth Government in accordance with unclaimed monies legislation.

Cuscal will usually notify you before they do this however there may be circumstances where Cuscal is not able to (such as where the record of your email address is no longer current). You can do a free search of unclaimed money records held by ASIC (on behalf of the Commonwealth Government) through the MoneySmart website – [www.moneysmart.gov.au](http://www.moneysmart.gov.au)

Unclaimed balances under \$500 (or the current threshold for unclaimed monies if this changes) will remain with Cuscal and will be returned to you 10 Business Days from completion of the procedure in clause 21.

### **23. Cancellation of Cards.**

- You may ask for a Card to be cancelled at any time. If you ask for a Card to be cancelled and we, or our agent, ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- We may cancel your Card at any time. Where possible, we will give you 20 days' advance notice of the cancellation. However, we may act without prior notice if:
  - we believe that use of the Card may cause loss to you or to us; or
  - we believe that it is required for security purposes; or
  - you breach any material term or condition of this PDS, including these Terms and Conditions; or
  - we suspect the Card has been used illegally.
- If we cancel your Card, we will give you notice as soon as reasonably practical afterwards.
- If we cancel a Card:
  - you must not attempt to use it; and
  - you must, if we ask, surrender or destroy the Card.

### **24. Cancellation of the Product.**

- We may cancel the Product at any time. Where possible, we will give you 20 days' advance notice of the cancellation. However, we may act without prior notice if:
  - we believe that use of the Product may cause loss to you or to us; or
  - we believe that it is required for security purposes; or
  - you breach any material term or condition of this PDS, including these Terms and Conditions; or
  - we suspect the Product has been used illegally.

If we cancel your Product, we will give you notice as soon as reasonably practical afterwards.

- You may ask for the Product to be cancelled at any time.
- If the Product is cancelled by you or by us, it means that any Card issued to you is also cancelled. If we or our agent asks you to, you must surrender or destroy the Cards which relate to the cancelled Product and you must not use the cancelled Cards.
- On the cancellation of the Product, we will pay the Available Balance to you when:
  - we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on a Card; and
  - we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
  - if we require it, we have received any surrendered or cancelled Cards from you; and
  - you give us instructions through Customer Assistance for the payment of the Available Balance.

The Available Balance will be paid to you in Australian Dollars within 15 Business Days of receipt of your instructions. If part or all of your Available Balance is in a Foreign Currency Wallet it will be converted to Australian Dollars at the Applicable Exchange Rate.

## 25. Liabilities and Disclaimers.

- We are not liable:
  - if, through no fault of our own, the Available Balance is not enough to cover a transaction; or
  - if, through no fault of our own, a terminal or system does not work properly; or
  - if circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us; or
  - for any loss resulting from any failure due to events outside our reasonable control; or
  - for any loss resulting from any system failure or industrial dispute outside our reasonable control; or
  - for any ATM refusing to, or being unable to, accept a Card; or
  - for the way in which any refusal to accept a Card is communicated; or
  - for any indirect, special or consequential losses; or
  - for any infringement by you of any currency laws in the country where a Card is issued or used; or
  - for any dispute between you and the supplier of any goods or services purchased with a Card; or
  - if we take any action required by any government, federal or state law or regulation or court order; or
  - for anything else for which our liability is specifically excluded or limited elsewhere in these Terms and Conditions.
- However:
  - your liability for Unauthorised Transactions will be determined according to the ePayments Code (see section 17 [Liability for Unauthorised Transactions] of these Terms and Conditions); and
  - we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.
- Our liability will not exceed the amount of the Available Balance except in relation to:
  - Unauthorised Transactions (see section 17 [Liability for Unauthorised Transactions] of these Terms and Conditions); and
  - consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

- If any warranties or conditions are implied because of Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth) or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Product, then our liability for a breach of such a warranty or condition will in any event be limited to:
  - the supplying of the services again; or
  - the payment of the cost of having the services supplied again.
- Each of Bank of Melbourne, Rêv and Cuscal does not make or give any express or implied warranty or representation in connection with the Product (including quality or standard of fitness for any purpose), other than as set out in the PDS or these Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded.
- Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of that term.

## 26. Privacy and Information Collection.

- Information will be disclosed to third parties about you and your Product, or transactions made by you with the Product, whenever allowed by law and also when necessary:
  - for completing a transaction; or
  - in order to verify the existence and condition of a Card; or
  - to utilise services of affiliates who assist in providing a Card or the Product; or
  - if you give us permission; or
  - if you owe us money; or
  - if there are legal proceedings or a complaint in connection with the Product; or
  - to protect against potential fraud and other crimes.
- Your personal information may be collected to satisfy (i) identification requirements under the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas); and (ii) obligations under the Foreign Account Tax Compliance Act (“FATCA”) to provide information to the Australian Taxation Office (“ATO”).
- Bank of Melbourne’s privacy policy can be viewed at the Website. This policy sets out Bank of Melbourne’s guidelines on management of your personal information. If you are an existing Bank of Melbourne customer or you acquire other products from Bank of Melbourne, Bank of Melbourne may use the personal information collected from you in relation to those other products in order to identify or contact you or to administer this Product. The information Bank of Melbourne collects may be disclosed to our service providers who do something on our behalf and other members of the Westpac Group. If you do not provide your information to Bank of Melbourne, Bank of Melbourne may not be able to process your application.  
 You can request access to the personal information Bank of Melbourne has collected, by contacting 13 33 30.
- You can view Cuscal’s privacy policy at [www.cuscalpayments.com.au/privacy](http://www.cuscalpayments.com.au/privacy) and Rêv’s privacy policy at <https://gcc.bankofmelbourne.com.au>

## 27. Anti-Money Laundering and Counter Terrorism Financing Obligations.

- Each of Cuscal, Bank of Melbourne and Rêv is subject to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act (**AML/CTF Laws**), which may prohibit them from offering services or entering into or conducting transactions.
- You should be aware that:
  - each of Cuscal, Bank of Melbourne and Rêv is not required to take any action or perform any obligation under or in connection with the Product if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
  - transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, each of Cuscal, Bank of Melbourne and Rêv and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Product, including your Card;
  - each of Cuscal, Bank of Melbourne and Rêv may from time to time require additional information from you to assist us in the above compliance process; and
  - where legally obliged to do so, each of Cuscal, Bank of Melbourne and Rêv will disclose the information gathered to regulatory and/or law enforcement agencies, each other, other banks, service providers or to other third parties.
- You provide each of Cuscal, Bank of Melbourne and Rêv the following undertakings and indemnify each of Cuscal, Bank of Melbourne and Rêv against any potential losses arising from any breach by you of such undertakings:
  - you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
  - the underlying activity for which your Product, including your Card, is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## 28. Communications.

- You agree that we may give notices, information or other communications to you relating to the Product (including information under the ePayments Code such as statements) by either:
  - sending the notice, information or communication using electronic communication; or
  - using electronic communication to notify you that the notice, information or communication is available from an electronic address (such as the Website).
- You may vary your nominated e-mail address for electronic communication by notifying us and satisfying us of your identity. To do this, you can contact Customer Assistance or use the Website.
- In addition, we may give notices, information or other communications to you relating to the Product (including information under the ePayments Code such as statements):
  - by writing to you at your residential or postal address last known to us; or
  - by giving it to you personally or leaving it at your residential or postal address last known to us; or

- if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia.  
You have the right to vary your nominated e-mail address or fax number by notifying us and satisfying us of your identity; and
- If we give a notice, information or other communication to you:
  - by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
  - by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
  - electronically – you are taken to have received it on the day it is transmitted.
- You agree that, for the purpose of communications originated or received by us or Customer Assistance, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance or the operator of the Website:
  - may verify your identity by reference to any or all of the information given by you when applying for the Product or during Activation or any changes made to this information; and
  - may proceed on the basis that we or they are dealing with you if satisfied by that verification.
- You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Assistance. You should also contact Customer Assistance if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided because those contact details have changed and you have not notified us of the new contact details.
- We accept no responsibility or liability for late, lost or misdirected e-mails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- We may also contact you to inform you of product updates or promotions via your nominated postal address, email address or mobile number. Any communication will be in line with our Privacy Policy, which can be viewed in full on the Website. You can choose not to receive these communications by letting us know via Customer Assistance or via the Website.

## **29. Changes to these Terms and Conditions.**

- We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:
  - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
  - to reflect any decision of a court, ombudsman or regulator; or
  - to reflect a change in our systems or procedures, including for security reasons; or
  - as a result of changed circumstances (including by adding benefits or new features); or
  - to respond proportionately to changes in the cost of providing the Product; or
  - to make them clearer.

- A change may:
  - change the fees payable under these Terms and Conditions or introduce new fees; or
  - bring in new Terms and Conditions; or
  - alter these Terms and Conditions in some other way.
- Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.
- If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.
- We will notify you of the above changes to these Terms and Conditions by sending an individual notice to you (either by giving it to you personally or by electronic communication) or by advertising in a national or local newspaper.
- If a change to this PDS, including the Terms and Conditions, is not materially adverse, we may update such information by making information about the change available on the Website. You can obtain a paper copy of this information on request free of charge.
- However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card can be used can be made earlier or without notification.

### **30. Parties.**

- Cuscal has the right to transfer the agreement between you and Cuscal, governed by these Terms and Conditions, at any time.
- If Cuscal does this, the party to which the agreement is transferred assumes all of Cuscal's rights and obligations under the agreement. From then on, references in these Terms and Conditions to us are to be read as references to the party to which the agreement was transferred.
- You cannot transfer any of your rights or obligations under the agreement.
- Cuscal may use service providers or agents (including Rêv) to perform any function under the agreement and to exercise any or all of Cuscal's rights.

### **31. Website.**

- Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.
- You agree that Cuscal, Bank of Melbourne and Rêv are not responsible for temporary interruptions in service due to failure beyond our or their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

### **32. Apps for mobile devices.**

- We or Rêv may make available apps that you can download onto certain mobile devices. You will be able to use these apps to perform many or all of the same functions that can be performed through the Website.
- The Website has a list of what apps are available, the mobile devices that can support them and how you can download them.
- To download or use an app, you will have to agree to the terms and conditions that apply in relation to the app. Those terms and conditions will be available on the Website or when you first download the app.

### **33. Governing Law.**

- These Terms and Conditions, the agreement between you and Cuscal (which is governed by these Terms and Conditions) and the Product are governed by and construed in accordance with the laws of New South Wales, Australia.
- Any legal proceedings concerning these Terms and Conditions, the agreement between you and Cuscal (which is governed by these Terms and Conditions) and the Product may be conducted in the courts of New South Wales, Australia.



# Glossary.

The following terms have these meanings wherever they are used in this Product Disclosure Statement.

**Activation** is what happens when you visit the Website or call the IVR Number and follow the instructions to activate the Product or a Card so that the Card can be used for transactions.

**AFSL** means Australian Financial Services Licence.

**Applicable Exchange Rate** means the foreign exchange rate to be applied in the circumstances specified in section 11 [Foreign Exchange] of these Terms and Conditions.

**ATM** means an automated teller machine that accepts cards with the Visa brand for cash withdrawals.

**Australian Currency Wallet** means a Wallet denominated in Australian dollars.

**Available Balance** means the monetary value recorded by us or our agent as available for transactions using Cards, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

**Bank of Melbourne**, Bank of Melbourne Bank, the Bank means Bank of Melbourne Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 and Australian credit licence 233714.

**Business Day** means any week day when Bank of Melbourne is open for business in any State or Territory of Australia. If Bank of Melbourne is closed for business in your State or Territory but open in other States or Territories then Bank of Melbourne will still regard that as a Business Day. Saturdays and Sundays are not Business Days even though some Bank of Melbourne branches may be open for business.

**Card** means a Bank of Melbourne Global Currency Visa prepaid card issued to you by Cuscal with a card number, CVV2 Number and expiry date, which can be used to undertake:

- purchase transactions wherever Visa prepaid cards are accepted, by presenting the card and correctly entering the PIN for the card or correctly signing a purchase voucher; and
- withdrawals of cash at ATMs and financial institutions at which Visa prepaid cards are accepted, by correctly entering the card at the ATM or financial institution and entering the PIN for the card; and
- online transactions using the card details with online merchants that accept Visa prepaid cards.

**Cuscal** means Cuscal Limited ABN 95 087 822 455 AFSL 244116.

**Customer Assistance** means 1300 804 266 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.

**CVV2 number** means a 3-digit number on a Visa card which is used as an additional code to authenticate transactions using the card.

**Drawdown Sequence** is:

- the order (by Wallet) in which you prefer the Available Balance to be drawn when you perform transactions using your Card, as entered by going to the Website or phoning Customer Assistance and following the instructions provided to indicate your preferred order; or
- if you have not indicated a preference – the same order as the order in which any part of your Available Balance was first placed in a Wallet.

**ePayments Code** means the ePayments Code released by the Australian Securities and Investments Commission on 1 July 2012, including any subsequent amendments or replacements that Cuscal adopts.

**Foreign Currency Wallet** means a Wallet denominated in a Supported Currency other than Australian dollars.

**Funds Credit** means the loading of funds to the Available Balance.

**IVR Number** means 1300 804 266 and any additional or replacement phone number or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.

**Negative Balance** means a negative rather than positive Available Balance, arising because the total Funds Credits are less than the amounts debited to the Product.

**PDS** means this Product Disclosure Statement.

**PIN** means a personal identification number that you set and which must be used to undertake certain transactions and enquiries using your Card.

**Product** means the facility for making non-cash payments using a Card, of which Cuscal is the issuer.

**Rêv** means Rêv Australia Pty Ltd ABN 91 117 378 953 AFSL 401610.

**Supported Currency** each of the following currencies: Australian Dollars, United States Dollars, Euros, Great British Pounds, New Zealand Dollars, Canadian Dollars, Hong Kong Dollars, Japanese Yen, Singapore Dollars, Thai Baht and South African Rand and any other currency that we designate as a Supported Currency, and notify to you, from time to time.

**Terms and Conditions** means the part of this PDS with that heading, which includes sections 1 to 33.

**Unauthorised Transaction** means a transaction that is not authorised by you, but does not include a transaction performed by you or by anyone else who performs the transaction with your knowledge and consent.

**Wallet** means a separate part of the Available Balance that has been specified, under these Terms and Conditions, as being denominated in a Supported Currency (see section 5 [Wallets] of these Terms and Conditions).

**we, us, our** refers to Cuscal.

**Website** means [bankofmelbourne.com.au/globalcurrencycard](http://bankofmelbourne.com.au/globalcurrencycard) and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.

**Westpac** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**you, your** refers to a person who has requested and been (or is to be) issued with the Product and a Card.

The following abbreviations apply to currency references in this Product Disclosure Statement.

AUD	Australian Dollars	HKD	Hong Kong Dollars
USD	United States Dollars	SGD	Singapore Dollars
GBP	Great British Pound Sterling	JPY	Japanese Yen
EUR	Eurozone Euros	THB	Thai Baht
NZD	New Zealand Dollars	ZAR	South African Rand
CAD	Canadian Dollars		



## For further information.

Call 13 22 66

Follow us on   

[bankofmelbourne.com.au](http://bankofmelbourne.com.au)

