

This Product Disclosure Statement has two (2) separate parts:

Part 1 – this document; and

Part 2 – Product Disclosure Statement – BFS Visa Prepaid PayCard Effective from 1 February 2019

## PART ONE OF TWO DOCUMENTS

### 1. INTRODUCTION

This Product Disclosure Statement (“PDS”) contains important information about the BFS Visa Prepaid PayCard (“Card”) and its associated features, risks and fees. The purpose of this PDS is to assist the Employer (eg, a Church, or a Charitable Body providing fringe benefits to a Cardholder) to decide whether or not to acquire the Card and the subsequent use of the Card by the Cardholder.

At the time the Application Form is executed by the Employer, the Employer will be agreeing to abide by the terms and conditions set out in this PDS. At the time the Application Form is executed by the Cardholder, the Cardholder will be agreeing to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that advice be sought if either the Employer or Cardholder does not understand any of the information contained within this PDS.

This PDS is provided as a requirement pursuant to the Corporations Act 2001 (Cth) and has been prepared by Indue Ltd ABN 97 087 822 464 (“Indue”).

The information contained in this PDS does not take into account the Employer’s objectives, financial situation or needs.

This PDS is dated 1 February 2019.

Words that are capitalised in this PDS are defined in section 11.

### 2. GENERAL DESCRIPTION OF THE CARD

The Card is a reloadable Visa prepaid card. The Card allows purchases and payments to be made wherever Visa prepaid cards are accepted (subject to individual merchant’s discretion). The Card cannot be used to withdraw cash at Electronic Banking Terminals (either at ATMs or cash via EFTPOS at retail outlets).

### 3. THE ARRANGEMENT FOR FRINGE BENEFIT PAYMENTS

BFS has partnered with Indue to issue a Card to an Employer for use by their employee (Cardholder) as nominated on the Application Form.

The Prepaid Card account is held in the name of the Employer who authorises the Cardholder to perform Electronic Transactions by use of the Card.

When the Employer provides a Card to the Cardholder:

- the Employer agrees that it will provide the Cardholder with a copy of this PDS and any updates Indue makes to this PDS from time to time that are communicated to the Employer;
- the Employer will be liable (in the first instance) for all transactions carried out by use of the Card;
- the Employer will be liable (in the first instance) for any failure by the Cardholder to comply with any of the terms and conditions that are set out in this PDS;
- the Employer authorises Indue and BFS to give to the Cardholder information about the Card for the purposes of their use of the Card (including transactional information); and
- if the Cardholder does not comply with the terms and conditions set out in this PDS, then the Employer will be in breach of this PDS.

Indue does not represent or warrant that the Card will be suitable for the Employer and the Cardholder's salary sacrifice arrangement or that the salary sacrifice arrangement complies with the relevant taxation laws and requirements. It is the responsibility of the Employer and Cardholder to determine whether the Card is suitable for their salary sacrifice arrangements and meets the requirements of the relevant taxation laws. The Employer and the Cardholder agree that in no circumstances will Indue be liable to the Employer or the Cardholder as a result of the salary sacrifice arrangements in place between the Employer and the Cardholder or if the use of the Card does not meet the relevant taxation law requirements.

In accordance with the Salary Packaging Agreement, the Employer will arrange for an agreed salary sacrifice amount to be transferred each pay cycle through the electronic banking system to the Card. The total Value that the Employer may load onto the Card at any one time cannot exceed the Card Limit. If the Employer attempts to load Value onto the Card that would take the Card Value over the Card Limit, this will be rejected and the Employer may be required to pay benefits to the Cardholder by using other methods.

The Cardholder will only use the Card to pay for expenses in accordance with the terms of the Salary Packaging Agreement. Expenditure amounts are limited to the available funds established by the Employer in accordance with the Salary Packaging Agreement. Funds loaded onto the Card are only accessible through conducting transactions on the Card. The Employer agrees to notify the Cardholder of any restrictions that apply to the use of the Card (including any restrictions that apply in relation to incurring expenses via using the Card to conduct transactions). The Employer agrees that in no circumstances will Indue be liable to the Employer or the Cardholder because a transaction on the Card was conducted and processed, notwithstanding a restriction that has been placed on the Cardholder by the Employer.

On expiry or cancellation of the Card in accordance with this PDS, BFS will arrange for any remaining Value on the Card to be transferred to the Employer. The Cardholder and the Employer both acknowledge and agree that in such circumstances, BFS or Indue will not arrange for any remaining Value to be transferred to the Cardholder.

The Card may be cancelled by the Employer at any time.

A Cardholder cannot transfer amounts or draw cash advances from the Card.

While the electronic authorisation required to approve expenses is designed to limit amounts charged on the Card to funds available, there may be circumstances where the Card may be used for store purchases where no electronic authorisation is required. If the Card is used in these circumstances and this results in the Card balance being overdrawn, then the Employer acknowledges and agrees that it will be responsible for this overdrawn amount and Indue and BFS will recover this overdrawn amount from the Employer.

#### **4. BAPTIST FINANCIAL SERVICES AUSTRALIA LIMITED AND INDUE LIMITED**

The issuer of the Card is Indue. Indue is an authorised deposit-taking institution and will be responsible for holding all funds that are stored on the Card from time to time.

By accepting the terms and conditions set out in this PDS, the Employer is entering into a contract with Indue. As a member of Visa, Indue is responsible for effecting settlement of all transactions that may arise as a result of use of the Card or the Card number in accordance with the terms set out in this PDS.

Baptist Financial Services Australia Limited ABN 56 002 861 789 ("BFS") has partnered with Indue to make the Card available to the Employer for issue to the Cardholder.

Indue has authorised BFS to act as Indue's agent for the purpose of providing the services described below.

BFS, as Indue's agent, is authorised to make arrangements for the distribution of the Card to the Employer. As Indue's agent, BFS is also responsible for providing certain cardholder services to both the Employer and the Cardholder. These cardholder services include providing lost and stolen card services and assistance with any queries regarding the use of the Card.

BFS holds an Australian Financial Services Licence (AFS Licence number 311062) authorising it to deal in certain classes of financial products, including the Card.

**Please note that BFS is not acting as Indue's agent when it provides any financial advice to either the Employer or the Cardholder in respect of the Card or its suitability for the financial needs of the Employer or the Cardholder.**

Indue also holds an Australian Financial Services Licence (AFS Licence number 320204).

Indue and BFS are not related entities.

## 5. CONTACT DETAILS

The Cardholder or Employer may contact BFS at:

Baptist Financial Services Australia Ltd  
Ministry and Learning Centre,  
Level 4, 5 Saunders Close,  
Macquarie Park NSW 2113  
Phone: 1300 650 542 between 8.30am-4.30pm Sydney time on a Sydney NSW business day.  
Email: [clients@bfs.org.au](mailto:clients@bfs.org.au)

The Cardholder or Employer may contact Indue at:

Indue Limited  
PO Box 523  
TOOWONG QLD 4066  
Phone: 1300 671 819 between 7.00am -7.00pm Monday to Friday,  
Saturday 8.00am – 1.00pm Brisbane time, closed Sundays and National Public Holidays

## 6. BENEFITS OF THE CARD

The benefits of the Card are that:

- the Card is being provided to the Employer to assist it meet the requirements that are documented in the Salary Packaging Agreement;
- the Cardholder (employee) is able to access the funds loaded onto the Card by their Employer within the terms of the Salary Packaging Agreement;
- the Card can be used to buy goods and services from merchants in Australia and around the world who accept Visa prepaid cards;
- you can make purchases online;
- the Card cannot be used to withdraw cash at Electronic Banking Terminals;
- the Card accesses only the Value that is loaded (added) onto the Card. It is not a credit card. The Cardholder can only spend up to the Value of cleared funds stored on the Card;
- the Card is reloadable which means funds can be added to it until the expiry of the Card (refer to section 19 below);
- it reduces the need to carry cash;
- transactions on the Card are monitored for fraudulent or unauthorised transactions by Indue through ORION; and
- all funds are held by Indue, an authorised deposit-taking institution.

## 7. RISKS OF THE CARD

The risks associated with the Card include:

- any attempted load that will take the Value on the Card over the Card Limit of \$10,000.00 will be rejected in full. The Cardholder should check the balance of the Card account to ensure that the next salary package payment by the Employer will not be rejected;
- the Cardholder not having sufficient Value on the Card to cover a payment;
- failure to safeguard the PIN may result in loss of Value (refer to section 25 below for a list of circumstances where the Employer may be held liable for it or the Cardholder's failure to safeguard the PIN);
- circumstances beyond our reasonable control preventing a transaction from being processed;
- merchants may, at their discretion, refuse to accept the Card as a method of payment. The Cardholder should always check with the merchant that it will accept the Card before purchasing any goods or services;
- unauthorised and fraudulent transactions may occur on the Card (refer to section 25 below for a list of circumstances where the Employer may be held liable for unauthorised use of the Card);
- due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be processed more than once or transactions may not be processed at all. In these cases, the errors can usually be corrected but may temporarily inconvenience the Cardholder as the available Value on the Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting the Card in the Cardholder's favour;
- if there are insufficient funds on the Card to cover any fees and charges for a period of three (3) consecutive months, then the Card may be suspended (at BFS's discretion) (refer to section 20 below);
- the Card may be lost, stolen or destroyed. In these circumstances, the Employer may be held liable for unauthorised use on the Card where the Cardholder or the Employer unreasonably delays notifying us that the Card has been lost or stolen (refer to section 25 below);

- the Card details may become known via various methods to an unauthorised person who may be able to withdraw the Value using a counterfeit card. In these cases, the Employer will not be liable for these unauthorised transactions unless the Cardholder or Employer has contributed to the loss (refer to section 25 below);
- the Employer may cancel the Card at any time and in such circumstances any Value remaining on the Card will be returned to the Employer;
- if Value remains on the Card as at the Expiry Date, such Value will be returned to the Employer;
- a change in any relevant legislation may adversely impact on the salary sacrifice arrangement that is documented in the Salary Packaging Agreement and may result in the Card being cancelled.

## 8. OTHER IMPORTANT INFORMATION

The Employer/Cardholder must provide an email address along with other information entered when activating the Card.

The Employer or Cardholder will not earn any interest on any Value stored on the Card.

The Card cannot be used at ATMs or to withdraw cash at Eftpos devices.

Where applicable a Monthly Card Fee may be charged to the Card on the last day of each month (or part thereof) following activation of the Card. Transaction fees may also be charged to the Card at the time of the transaction being processed. For further details, refer to Part 2 – Fees and Charges.

Indue is not aware of any material conflicts of interests that would affect this product, or the service received from Indue or BFS.

As Indue has not taken into account the circumstances or needs of the Employer, independent taxation advice should be sought in respect of any impact the use of the Card may have on the taxation liability of either the Employer or the Cardholder.

### THE FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme (“FCS”) is a scheme administered by the Australian Prudential Regulation Authority (“APRA”) to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap.

As at the date of this PDS, the FCS applies to deposits only. It does not extend to prepaid card products (including the Card and any Value held on the Card). If Indue fails:

- any Value held on the Card will not be protected by the FCS; and
- the Employer and Cardholder may lose all or part of the Value.

**The risks associated with the Card may therefore be increased when you load large amounts of money onto the Card.** For more information on the FCS, refer to: <https://www.fcs.gov.au>.

## 9. QUERIES

If there is a query about the Card, we request that in the first instance the query be directed to BFS (see contact details in section 5 above).

Any queries in relation to loading value by Direct Credit by the Employer (also known as electronic funds transfer) through a bank or financial institution’s website should be directed to the Employer’s bank or financial institution.

## 10. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME

If there is a complaint or dispute relating to the Card, we request that BFS be contacted in the first instance.

If there is a complaint or dispute relating to the Card that is not satisfactorily resolved by BFS, then immediately contact Indue.

If Indue or BFS (as the case may be) is unable to settle the complaint immediately to the Cardholder or Employer’s satisfaction, then Indue or BFS (as the case may be) will acknowledge the complaint by the end of the 5th Business Day after receipt of the complaint and may if relevant, request further details from the Cardholder or the Employer.

Within 20 days of receiving the complaint or further instructions from the complainant, Indue or BFS will:

- advise the complainant in writing of the results of its investigation; or
- advise the complainant that it requires further time (not exceeding 25 days) to complete its investigation.

Where an investigation continues beyond 45 days, Indue or BFS (as the case may be) will continue to provide the complainant with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Indue or BFS is waiting for a response from the complainant and the complainant has been advised that Indue or BFS requires such a response.

Where the complainant is not satisfied with the outcome of the complaint, the complainant has the right to contact Indue's External Dispute Resolution Scheme.

Indue is a member of the following External Dispute Resolution Scheme:

**Australian Financial Complaints Authority**

GPO Box 3, Melbourne VIC 3001

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

Telephone: 1800 931 678 (free call)

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

**11. DEFINITIONS**

In this PDS, unless otherwise indicated:

**AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

**Application Form** means the BFS Visa Prepaid PayCard Application that is completed by both the Employer and the Cardholder.

**ATM** means automatic teller machine.

**BFS Cardholder Website** means the site accessed through the BFS website which gives Cardholder online access to the available Card balance and transaction checking; resetting of PIN or password; and other services.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in Sydney, New South Wales.

**Card** means the BFS Visa Prepaid PayCard issued by Indue to the Employer at the request of the Employer through BFS and may be used by the Cardholder in accordance with the terms of the Salary Packaging Agreement.

**Cardholder** means any person that the Employer authorises to use the Card from time to time and may include the "Employee" on the Application Form.

**Card Limit** means the total Value that may be stored on a Card at any one time, which as at the date of this PDS is \$10,000.00.

**Direct Credit** (also known as Electronic Funds Transfer or EFT) enables the Employer, through its Australian financial institution, to load Value onto the Card.

**Employer** means an entity (such as a Church or Charitable Body), having a BFS or induemoney account and is described as the "Employer" on the Application Form.

**EFTPOS** means Electronic Funds Transfer Point of Sale.

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

**Electronic Transaction** means a transaction:

- (i) initiated by the Cardholder's instruction to purchase goods and/or services using the Card and the PIN;
- (ii) arising from use of the Card; or
- (iii) arising from use of information stored on the Card.

**Expiry Date** means the expiry date printed on the front of the Card.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Card (Australian Financial Services Licence number 320204).

**ORION** means Indue's card fraud monitoring service;

**Password** means the code set when activating the Card. The Cardholder will use it to login to the BFS Cardholder Website.

**PIN** means the Personal Identification Number required to be entered by the Cardholder when using the Card for Electronic Transactions. The PIN is set by the Cardholder when activating the Card. The Cardholder may also change the PIN from time to time (refer to section 24 below).

**Reloadable** means that Value may be loaded (added) onto the Card from time to time in accordance with this PDS and provided that the Value stored on the Card does not exceed the Card Limit.

**Salary Packaging Agreement** means the agreement between the Employer and the Cardholder that is documented in the Application Form.

**Value** means the monetary value stored on the Card from time to time (expressed in Australian Dollars) that remains available to the Cardholder.

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 18.

**Visa** means Visa Worldwide Pte Ltd.

**We, us, our** means Indue.

**Website** means [www.bfs.org.au](http://www.bfs.org.au).

## 12. THE CARD

The Card is a BFS Visa Prepaid PayCard.

The Card allows purchases and payments to be made wherever Visa prepaid cards are accepted, if sufficient Value is stored on the Card. The Card cannot be used to withdraw cash at ATMs or from Eftpos devices. Some merchants may choose not to accept Visa prepaid cards. The Cardholder should always check with the merchant that it will accept the Card before any attempt to purchase any goods or services.

The Card cannot be used in an offline environment or at an EFTPOS device or terminal where that device or terminal is classified as an unattended payment terminal. An offline environment may occur when an EFTPOS device is not fully functional or where all or part of the payment system is not operational. An unattended payment terminal refers to unsupervised terminals. These terminals can include car parking machines, vending machines, transport ticketing devices and self-served kiosks. If the Cardholder attempts to use the Card in an offline environment or at an unattended payment terminal, that transaction may be rejected.

The Employer acknowledges and agrees that it will not earn any interest on any Value that is loaded on the Card from time to time.

Indue will debit (deduct) against the Value any transaction authorised by the Employer or Cardholder using the Card.

Indue will (in the first instance) consider a transaction as having been authorised when:

- the Cardholder (or the Employer) conducts an Electronic Transaction;
- the Card is used to conduct an Electronic Transaction; or
- the Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Indue.

Fraudulent transactions can occur on the Card. Where advice is received by Indue or BFS that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or BFS will investigate and review the transaction in accordance with section 27 below.

## 13. REGISTRATION AND IDENTIFICATION

The Card cannot be issued until BFS (on Indue's behalf) has undertaken certain identification procedures to establish the identity of the Employer and the Cardholder.

BFS (on Indue's behalf) may be required pursuant to the AML Legislation to reconfirm the identity details at any time of the Employer or the Cardholder and both the Employer and Cardholder agree to supply any specified identification documentation within a reasonable period of time if requested by BFS (on Indue's behalf). Failure to provide any requested identification documentation to BFS may result in Indue being required to suspend use of the Card until the requested identification documentation has been provided.

## 14. ACTIVATING THE CARD

On receipt of the Card from BFS, the Employer will provide the Card to the Cardholder.

The Cardholder will activate the Card by going online at [www.bfs.org.au](http://www.bfs.org.au), selecting "Prepaid Cards" then clicking on the Card image to follow the prompts.



## 15. SECURITY OF PIN AND THE CARD

If the Cardholder fails to safeguard the Card or PIN, liability for unauthorised use may increase (refer to section 25 below for a list of circumstances where the Employer may be held to be liable for unauthorised transactions). We therefore strongly recommend that:

- the Cardholder not record the PIN on the Card or on anything with or near the Card;
- the Cardholder not tell anyone the PIN and should try to prevent anyone else from seeing the PIN;
- the Cardholder not allow anyone else to see them enter the PIN into an Electronic Banking Terminal; and
- if the Cardholder thinks that the PIN has become known to someone else, the Cardholder or the Employer must notify BFS or Indue immediately and immediately change their PIN by going online to [www.bfs.org.au](http://www.bfs.org.au).

If the Cardholder forgets their PIN, the Cardholder is able to reset it by going online to [www.bfs.org.au](http://www.bfs.org.au), select the “Card Login” option and follow the prompts (refer to section 24 below).

If an incorrect PIN is entered three times when a transaction is attempted using the Card, it will be temporarily suspended for up to 24 hours.

Important information the Cardholder and Employer should consider:

- no-one from Indue, BFS or any merchant will ever ask the cardholder for their PIN, therefore, the Cardholder should never disclose it to anyone either verbally, in writing or electronically;
- do not access Indue’s website or that of BFS via an email link embedded in an email. Always access the website directly from the internet browser;
- do not choose a PIN that is easily identified with the Cardholder, e.g. birth date, an alphabetical code which is a recognisable part of the Cardholder’s name or car registration;
- do not choose a PIN that is merely a group of repeated numbers;
- never lend the Card to anyone else;
- never leave the Card unattended e.g. in a car or at work;
- for security reasons, on the Expiry Date, destroy the Card by cutting it diagonally in half;
- examine the Card account activity to identify and report, as soon as possible, any instances of unauthorised use;
- covering their hand when entering the PIN at an Electronic Banking Terminal;
- do not allow anyone to swipe the Card when it is not in full sight of the Cardholder; and
- maintain up-to-date anti-virus software and a firewall on the Cardholder’s computer.

## 16. USING THE CARD

The Card cannot be used to make or complete a transaction that exceeds the Value that is stored on the Card from time to time. Any attempted transaction that is in excess of the Value stored on the Card at that time will be rejected.

The Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Card has not been suspended or cancelled.

Indue and BFS do not warrant or accept any responsibility if a merchant’s Electronic Banking Terminal does not accept the Card. The Cardholder should always check with the relevant merchant that it will accept the Card before purchasing any goods or services.

Neither Indue nor BFS are responsible in the event that there is a dispute regarding the goods or services purchased with the Card. In the first instance, the Cardholder should contact the merchant directly. If the Cardholder cannot resolve the dispute with the merchant, BFS and Indue have the ability in certain circumstances to investigate disputed transactions on the Employer and Cardholder’s behalf (refer to section 27 below for a list of circumstances when BFS and Indue can investigate disputed transactions) and attempt to obtain a refund for the Employer and the Cardholder.

## 17. USING THE PREPAID PayCard OUTSIDE AUSTRALIA

All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

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

A Currency Conversion Fee is payable by the Employer when a transaction occurs on the Card in a currency other than Australian dollars or a transaction occurs on the Card in any currency (including AUD) that is processed by a card scheme, financial institution or billed by the merchant outside of Australia (refer to Part 2 – Fees and Charges).

It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on the Card transaction history as the transaction amount.

## **18. VERIFIED BY VISA**

The Card has been automatically enrolled with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when the Cardholder uses the Card online to make a purchase at a Verified by Visa Participating Merchant, the Cardholder will be required to validate certain questions.

The Cardholder will be asked to validate certain questions only when they attempt an online purchase from a Verified by Visa Participating Merchant and the relevant transaction is deemed to be high risk. A transaction may be deemed high risk if it is for a high value or an irregular purchase based on the Cardholder's previous Card transaction history.

In order to validate the questions, the Cardholder will be asked to answer questions which Indue will match against the information it has obtained during the Card activation process.

If the Cardholder is unable to validate these questions after three attempts, the Cardholder will be unable to complete the transaction and the Card will be temporarily suspended from use. To have the Card manually unsuspended, the Cardholder may contact Indue on 1300 671 819 during Indue's call centre operating hours (refer to section 5 above).

If, after the Card has been unsuspended, the Cardholder attempts an online transaction with a Verified by Visa Participating Merchant and again is unable to validate the relevant questions after three attempts, the Card will be indefinitely suspended from use with all Verified by Visa Participating Merchants. To have the Card unsuspended, the Cardholder must contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 5 above).

Online transactions that are attempted with Verified by Visa Participating Merchants and which are deemed to be very high risk transactions will be automatically declined without asking the Cardholder to validate the relevant questions. For assistance in these circumstances, contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 5 above).

## **19. LOADING VALUE**

The Cardholder is not permitted to load funds onto the Card at any time or arrange for any other third party (other than the Employer) to load funds onto the Card.

The Employer can load (add) funds onto the Card in accordance with the Salary Packaging Agreement. Each time a load transaction is completed, a Load Fee may be charged (see Part 2 – Fees and Charges). The Employer is able to load Value onto the Card by using electronic funds transfer (EFT/Direct Credit) through an Australian financial institution.

To load funds using Direct Credit, use the BSB and account number as well as the name in which you have activated the Card.

It can take up to three (3) Business Days for funds to be made available for use through this payment method.

The total Value that may be loaded (added) onto the Card at any one time cannot exceed the Card Limit. Any attempted load that would take the Card Value over the Card Limit at any one time will be rejected in full. To avoid this, Indue recommends that the Cardholder regularly check their balance online.

## **20. FEES AND CHARGES**

Refer to PRODUCT DISCLOSURE STATEMENT Part 2 – Fees and Charges BFS VISA PREPAID PayCard for fees and charges details.

If there are insufficient funds on the Card to cover any fees and charges for a period of three (3) consecutive months, then BFS and Indue may suspend the Card. In such circumstances, all transactions on the Card will be blocked and the Cardholder will need to contact BFS to reactivate the Card. On reactivation of the Card, the Card will be charged a Reactivation Fee (refer to Part 2 – Fees and Charges).

## **21. LIMITATIONS ON THE USE OF THE PREPAID PayCard**

The Card must not be used for illegal purposes, including the purchase of goods or services that are banned by any Australian law.



## 22. CARD EXPIRY

The Card is valid until the Expiry Date. The Cardholder must use all available Value by the Expiry Date to ensure they receive the benefit of the Value.

Prior to the Expiry Date, the Employer should contact BFS and request a replacement card. In these circumstances the Card will be charged a Card Replacement Fee (refer to Part 2 – Fees and Charges) but will not be charged a fee associated with transferring any Value remaining on the existing Card to the new Card.

If the Employer has not made prior arrangements before the Expiry Date of the Card, then on the Expiry Date we will stop the Card and the Cardholder will no longer be able to use it.

If on the Expiry Date, Value remains on the Card, then we will arrange for BFS on our behalf to make a reasonable attempt to contact the Employer to arrange for the Value remaining on the Card (less any applicable fees) to be returned to the Employer by electronic funds transfer to a nominated bank account.

If after 6 months following the Expiry Date, BFS has not been able to contact the Employer after reasonable enquiries have been made in order for us to return the Value remaining on the Card to the Employer (less any applicable fees), then all funds held will be forfeited to us. If the Employer subsequently contacts us within 7 years after the Expiry Date and requests a refund, we will refund the remaining value owing to the Employer less any applicable fees.

If Value still remains on the Card after 7 years from the Expiry Date, we may transfer the balance of the Value on the Card to the Commonwealth Government as “unclaimed money”. The Employer has the right to claim the money that is held with the Commonwealth Government. Please refer to Australian Securities and Investments Commission (‘ASIC’) website at [www.asic.gov.au](http://www.asic.gov.au) for details.

**The Card must not be used after the Expiry Date shown. In some circumstances the Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If the Card is used after the Expiry Date in these circumstances, then the Employer will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.**

## 23. CANCELLATION OF THE CARD

The Card always remains the property of Indue.

Indue or BFS may cancel and demand the return of the Card issued to the Employer at any time:

- for security reasons and to protect the remaining Value where the Card has been or is reasonably suspected by Indue to have been compromised and such compromise has been caused directly by the Cardholder or third parties; or
- if the Cardholder or the Employer breaches any conditions set out in this PDS and that breach is of a serious nature.

If these circumstances arise, Indue or BFS will notify the Employer that the Card has been cancelled.

The Employer may cancel the Card at any time by giving Indue or BFS notice in writing or by telephone. Prior to the cancellation of the Card, the Employer and the Cardholder should ensure that all Value is used to ensure that the Cardholder receives the benefit of the Value.

The date that the Card is cancelled by Indue, BFS or the Employer in accordance with this section 23 is referred to as the Cancellation Date.

If on the Cancellation Date, Value remains on the Card then BFS will (on our behalf) make reasonable attempts to contact the Employer to arrange for the Value remaining on the Card (less any applicable fees) to be returned to the Employer by electronic funds transfer to a nominated bank account.

After the Cancellation Date, if BFS has not been able to contact the Employer within 6 months, after reasonable enquiries have been made in order for us to return the Value remaining on the Card to the Employer (less any applicable fees), then all funds held will be forfeited to us. If the Employer subsequently contacts us within 7 years after the Cancellation Date and requests a refund, we will refund the balance to the Employer less any applicable fees.

If Value still remains on the Card after 7 years from the Cancellation Date, we may transfer the balance of the Value on the Card to the Commonwealth Government as “unclaimed money”. The Employer has the right to claim the money that is held with the Commonwealth Government. Please refer to ASIC’s website at [www.asic.gov.au](http://www.asic.gov.au) for details.

The Card must not be used after the Cancellation Date. In some circumstances the Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If the Card is used after the Cancellation Date in these circumstances, then the Employer will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amounts owing.

## **24. REPORTING LOSS, THEFT AND UNAUTHORISED USE**

In the case of the Card being lost or stolen the Cardholder and/or Employer need to contact BFS. Contact options are:

### **Via BFS Website**

If the Cardholder believes their PIN record has been lost or stolen or the PIN has become known to someone else, they should **IMMEDIATELY** logon to [www.bfs.org.au](http://www.bfs.org.au), select the "Card Login" option and select "Settings", and follow the prompts.

If the Cardholder believes the Card has been lost or stolen, they should **IMMEDIATELY** logon to [www.bfs.org.au](http://www.bfs.org.au), select the "Card Login" option and select "Settings" and follow the prompts.

Upon successful suspension of the Card, all transactions will be blocked (other than transactions which are below merchant's floor limits and where no electronic approval is required) and even if the Cardholder should find the Card, they will not be able to use it until they (or the Employer) have contacted BFS to reactivate the Card. BFS will use its best endeavours to contact the Employer within 24 hours of the next Business Day from when the Cardholder (or the Employer) placed a stop on the Card to arrange either a replacement card to be issued or for the Card to be reactivated in circumstances where the Cardholder has found it.

### **By Telephone**

Alternatively, if the Cardholder believes the Card has been lost or stolen, or the PIN has become known to someone else, they should **IMMEDIATELY** report this by contacting BFS by phone on 1300 650 542 Monday to Friday 8.30am to 4.30pm Sydney NSW time (except on NSW or national public holidays) or by email to [clients@bfs.org.au](mailto:clients@bfs.org.au). If phoning outside of business hours, please leave a message advising details of the Card and the circumstances of the loss or theft.

### **Notification Requirements**

If the Cardholder (or the Employer) cannot reasonably notify BFS or Indue in accordance with one of the methods described above, then any losses occurring due to non-notification will be the liability of Indue and BFS. To avoid further losses the Cardholder (or the Employer) is required to continue to try to notify BFS or Indue using one of the methods described above. Providing the Cardholder (or the Employer) continues to try to use reasonable endeavours having regard to their own individual circumstances to notify Indue or BFS, Indue and BFS will continue to be liable for any loss occurring on the Card. If the Cardholder (or the Employer) does not try to notify Indue or BFS as is reasonable having regard to their own individual circumstances, then the Employer may become liable for any losses occurring on the Card in accordance with section 25 below.

### **Procedure**

BFS will arrange for a replacement Card to be distributed to the Employer. Once a replacement Card is issued, the Value remaining on the lost or stolen Card will be transferred to the new Card less any unauthorised transactions for which the Employer is liable (refer to section 25 for a list of circumstances where the Employer may be held liable for unauthorised transactions). In these circumstances, the Card account will be charged a Card Replacement Fee (refer to Part 2 – Fees and Charges).

## **25. LIABILITY OF THE EMPLOYER IN CASE THE CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE**

- 1) The Employer is not liable for any unauthorised use of the Card:
  - a) before the Employer has actually received the Card;
  - b) after the Cardholder or the Employer has reported it lost or stolen under section 24 above; or
  - c) if the Cardholder or the Employer did not contribute to any unauthorised use of the Card.
  
- 2) For the purpose of section 25(1)(c), Indue and BFS will undertake an assessment to consider whether the Cardholder or the Employer have contributed to any loss caused by unauthorised use of the Card. This assessment will include a review of whether the Cardholder or the Employer:
  - a) in relation to a transaction arising out of a sales voucher or cash advance, unreasonably delayed notification of the Card being lost or stolen or of any unauthorised use of the Card;
  - b) in relation to transactions carried out at Electronic Banking Terminals:
    - (i) voluntarily disclosed the PIN to anyone, including a family member or friend;
    - (ii) voluntarily allowed someone else to observe them entering their PIN into an Electronic Banking Terminal;
  - c) wrote or indicated the PIN on the Card;

- d) wrote or indicated the PIN (without making any reasonable attempts to disguise the PIN) on any article carried with the Card or likely to be lost or stolen at the same time as the Card;
  - e) allowed anyone else to use the Card;
  - f) unreasonably delayed notification of:
    - (i) the Card or PIN record being lost or stolen; or
    - (ii) unauthorised use of the Card; or
    - (iii) the fact that someone else knows the PIN.
- 3) If Indue and BFS can prove on the balance of probability that the Cardholder or the Employer has contributed to the unauthorised use of the Card under section 25(2), the Employer's liability will be the lesser of:
    - a) the actual loss when less than the Value stored on the Card at the time the loss occurred;
    - b) the actual loss at the time Indue or BFS is notified of the loss or theft of the Card; or
    - c) the Card Limit.
  - 4) Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not the Cardholder or the Employer has contributed to any loss caused by unauthorised use of the Card, the Employer's liability will be the lesser of:
    - a) \$150;
    - b) the actual loss when less than the Value stored on the Card at the time the loss occurred; or
    - c) the actual loss at the time Indue or BFS is notified of the loss or theft of the Card.
  - 5) In determining the Employer's liability under this section 25:
    - a) BFS and Indue will consider all evidence including all reasonable explanations for an unauthorised use having occurred; and
    - b) the fact that a Card account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that the Cardholder or the Employer has contributed to the loss.
  - 6) The Employer's liability for losses occurring as a result of unauthorised access will be determined under the ePayment Code of Conduct as issued from time to time by ASIC). The guidelines set out at section 15 to safeguard the Card and PIN are the minimum suggested security measures the Cardholder and the Employer should take. If the Employer disagrees with Indue's or BFS's processes, it should contact either Indue or BFS and request that Indue or BFS review its decision in accordance with section 27 below.

## 26. VISA ZERO LIABILITY

In addition to the limits placed on the Employer's liability as described in section 25 above, Visa's scheme rules provide that Indue and BFS shall limit the Employer's liability to nil in the following circumstances:

- the Cardholder (or the Employer) has not contributed to any loss caused by unauthorised use of the Card as described in section 25(2) above; and
- the Cardholder and the Employer (if required) has provided all reasonably requested documentation to Indue or BFS, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Indue will endeavour to refund the amount of the unauthorised transactions within five (5) days, subject to:

- the Cardholder and the Employer (if required) having provided all reasonably requested information to Indue or BFS;
- the Cardholder and the Employer (if required) is not otherwise in default or have breached the terms and conditions set out in this PDS; and
- Indue has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - a) the use of the Card;
  - b) the nature and circumstances surrounding the unauthorised transactions; or
  - c) any delay in notifying Indue or BFS of the unauthorised transactions.

Any refund is conditional upon the final outcome of Indue's or BFS's investigation of the matter and may be withdrawn by Indue or BFS where it considers that this provision shall not apply as a result of those investigations.

## 27. RESOLVING ERRORS ON ACCOUNT TRANSACTION HISTORY

The Cardholder may check the Value that is on the Card and the transaction history, 24 hours a day 7 days a week, by visiting the Website. Go to [www.bfs.org.au](http://www.bfs.org.au), select the "Card Login" option and follow the prompts.

If the Employer or Cardholder believes a transaction is wrong or unauthorised or the transaction history contains any instances of unauthorised use or errors, they must immediately notify BFS. The following information must be provided without delay:

- the Employer's name and address and Card number;
- details of the transaction or the error the Cardholder or Employer considers is wrong or unauthorised;
- the dollar amount and an explanation as to why the Cardholder or the Employer believes it is an unauthorised transaction or an error; and
- details of whether the Card is signed and the PIN secure.

BFS and Indue have the ability to investigate any disputed transactions which occur on the Card. The Employer or Cardholder may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by the Cardholder or the Employer;
- the Cardholder did not authorise the transaction;
- the Cardholder did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount; or
- the Cardholder or the Employer believes a transaction has been duplicated.

If BFS or Indue find that an error was made or that the Employer is not liable for the transaction in accordance with the terms set out in section 25, then Indue will make the appropriate adjustments to the Card and will advise the Employer in writing of the amount of the adjustment.

Where possible, Indue will attempt to recover funds from the relevant merchant's bank via way of a chargeback where the Visa scheme rules and regulations allow chargebacks. Typically, Indue will be able to chargeback a transaction where a transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the offline limit that has been set.

## **28. PRIVACY AND INFORMATION COLLECTION**

### **Collection of information**

Indue and BFS may collect the Cardholder or Employer's personal information:

- to identify the Cardholder and Employer if required in accordance with the AML Legislation;
- to provide information about a product or service;
- to consider the Cardholder or the Employer's request for a product or service;
- to provide the Cardholder or the Employer with a product or service;
- to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

### **Absence of relevant information**

If the Cardholder or Employer does not provide some or all of the information requested, Indue and/or BFS may be unable to provide the Cardholder or the Employer with a product or service.

### **Providing the Employer or the Cardholder's information to others**

Indue or BFS (as the case may be) may provide information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of the use of the Card or third parties using the Card or information stored on the Card.

To facilitate transaction investigation and to assist with identification of suspicious or fraudulent transactions, the Cardholder or Employer's personal information and transaction details may be sent to countries other than Australia. By using the Card, the Cardholder and the Employer both agree that their personal information and transaction details may be sent overseas.

### **Accessing the Cardholder's personal information**

Subject to the provisions of the Privacy Act 1988 (Cth) the Cardholder or the Employer may access any of their personal information at any time by calling Indue or BFS. Indue or BFS (as the case may be) may charge the card account with a reasonable fee for access. If the Cardholder or Employer can show that information about them is not accurate, complete and up to date, Indue or BFS (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

### **Collecting the Cardholder's sensitive information**

Indue or BFS will not collect sensitive information about the Cardholder or the Employer, such as health information, without the Cardholder or the Employer's consent.

## **29. CHANGES TO THESE TERMS AND CONDITIONS**

We may change, add to or delete the terms and conditions set out in this PDS at any time if we provide the Employer with at least 30 days notice of the change or variation. This includes varying our fees or charges. We will notify the Employer of any changes to this document via email to the last known email address. When the Cardholder activates the Card they will need to enter the Cardholder's e-mail address, and the Cardholder will need to update this via the cardholder web site if the Cardholder's email address changes. If the Employer or Cardholder's physical address changes, the Employer or Cardholder should notify BFS using the contact details in section 5. If the Employer wishes to cancel the Card as a result of any change or variation we make to this PDS, the Employer must contact Indue or BFS to cancel the Card. In these circumstances, no cancellation fee associated with us returning any Value remaining on the Card to the Employer will be charged.

A copy of the latest version of this PDS will be available at all times online at [www.bfs.org.au](http://www.bfs.org.au) at no cost to view.

## **30. OTHER GENERAL CONDITIONS**

The Employer may not assign its respective rights under this PDS to any other person or entity. Indue may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedure than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. If we assign this PDS, we will provide the Employer with notice and the Employer will be able to cancel the Card as a result of this assignment without being charged any card cancellation fees or fees associated with us returning any Value remaining on the Card to the Employer.

## **31. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

The Employer acknowledges and agrees that:

- where required, they will provide to Indue or BFS (on Indue's behalf) all information reasonably requested by Indue or BFS in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation (including any details about the Cardholder). Failure to provide any requested identification documentation to Indue or BFS may result in suspension of the Card until the requested documentation has been provided;
- Indue or BFS may be legally required to disclose information about the Cardholder or the Employer to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue in accordance with this section 31, the Employer agrees that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action; and
- where required, Indue will monitor all transactions that arise pursuant to the use of the Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

## **32. INTERPRETATIONS**

Reference to:

- one gender includes the others;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "Including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are

- for convenience only and do not form part of this Agreement or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day;
- an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally; and
- where an obligation can be performed by more than one party, performance can be made by one or more of them and when the performance is jointly then such performance is made jointly and severally and for the benefit of them jointly and severally.

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