

Suncorp Bank Business Visa Debit Card Cardholder's Policy

Unauthorised Transactions
Insurance

Effective: 15 November 2010.

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Important information about the insurance

This is **your** Suncorp Business Visa Debit Card Unauthorised Transactions Insurance provided at no additional cost to **you**, and applies to **unauthorised transactions** which occur on or after 15 November 2010.

This insurance, as described below, covers **you** against **unauthorised transactions** incurred by **your cardholders**.

If **you** want to make a claim, **you** are bound by what is set out in this document. Therefore it's important that **you** read this document carefully and keep it in a safe place.

You may also need to keep detailed particulars and proof of any loss including sales receipts and credit card account statements showing any purchases, including a copy of the relevant **Suncorp Business Visa Debit Account** statement(s).

Zurich – The Issuer of this insurance cover

You should be aware that the issuer of this insurance cover is Zurich Australian Insurance Limited, ABN 13 000 296 640, AFS Licence No. 232507, of 5 Blue Street, North Sydney, NSW 2060 ('Zurich'). In this booklet, Zurich is referred to as 'Zurich', 'we', 'our' or 'us'.

Suncorp Bank is not the issuer of the covers and neither it nor any of its related companies guarantee or are liable to pay any of the benefits under these covers.

Suncorp Bank does not receive any commission or remuneration in relation to the covers set out in this booklet.

Neither **Suncorp Bank** nor any of its related companies are Authorised Representatives of Zurich or any of its related companies.

These covers are available under a Master Policy (No. 78 SCD CARD CCI) issued to **Suncorp Bank** by Zurich.

How can this insurance cover be terminated or changed?

Suncorp Bank may terminate or change the cover at any time. **Suncorp Bank** will give you written notice of the change or termination.

The existing cover will apply to **unauthorised transactions** made before the date of the change or termination.

Definitions

The words below and/or their plurals, when highlighted in bold, have the following specific meanings in this document:

'**accountholder**', '**you**' & '**your**' means a **Suncorp Bank**, customer, being an individual, business entity or company, who has entered into an **Suncorp Business Visa Debit Account** with **Suncorp Bank** and in whose name the **Suncorp Business Visa Debit Account** was opened. The **accountholder** is the entity that has contractual obligations with **Suncorp Bank** under the **Suncorp Business Visa Debit Account** and requests the issue of **Suncorp Business Visa Debit Cards** to **cardholders**.

'**act of terrorism**' means an act, including but not limited to, actual and/or threatened use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, racial, economic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'**cardholder**' means a permanent resident of Australia, to whom **Suncorp Bank**, at the request of the **accountholder**, has issued a **Suncorp Business Visa Debit Card**.

'**Suncorp Business Visa Debit Account**' means a current and valid Suncorp Business Visa Debit Card facility provided by **Suncorp Bank**, in the name of the **accountholder**.

'**Suncorp Business Visa Debit Card**' means a current and valid Suncorp Business Visa Debit Card issued by **Suncorp Bank** to a **cardholder** at the request of the **accountholder**, which allows the **cardholder** to pay expenses which are charged to the **accountholder's Suncorp Business Visa Debit Account**.

'**Suncorp Bank**' means Suncorp-Metway Limited ABN 66 010 831 722.

'**unauthorised transaction**' means a transaction by a **cardholder** using their **Suncorp Business Visa Debit Card**, which has been processed to the **Suncorp Business Visa Debit Account** of the **accountholder** but was not authorised in any way by the **accountholder** and/or was outside the **cardholder's** authority to transact.

Terms and Conditions

What is covered?

You are covered against **unauthorised transactions** incurred by **your cardholders**. However our liability to pay your claims under this insurance cover is limited, in any twelve months, to A\$20,000 per individual cardholder up to a maximum of A\$150,000 in total.

Your Responsibilities

It is a condition of this insurance that **you** must take all reasonable steps to ensure **your cardholders** use their **Suncorp Business Visa Debit Cards** in accordance with **your** instructions and any authority you have given to the **cardholder**, including (but not limited to) the following:

- **You** must instruct **your cardholders** in writing of the limits of their authority to use their **Suncorp Business Visa Debit Card**.
- When:
 - **you** no longer wish a **cardholder** to use their **Suncorp Business Visa Debit Card**; or
 - the **cardholder's** employment is terminated or the **cardholder** resigns; or
 - **you** become aware, or a reasonable person in the circumstances would have become aware, that an **unauthorised transaction** had been incurred (eg an **unauthorised transaction** shown on a statement) or is likely to be incurred by the **cardholder**,

you must immediately direct **Suncorp Bank** to cancel the **cardholder's Suncorp Business Visa Debit Card**. This direction should be made by telephone or facsimile or any other electronic communication, which may be approved by **Suncorp Bank**.

You must also, if possible, immediately obtain the **Suncorp Business Visa Debit Card** back from the **cardholder**, cut it up and return it to **Suncorp Bank** at the address appearing on the statement for the **Suncorp Business Visa Debit Account**. If **you** are unable to recover the **cardholder's Suncorp Business Visa Debit Card**, **you** must immediately write to the **cardholder** advising the **cardholder** that he or she is no longer authorised to use the **Suncorp Business Visa Debit Card** and must return it to **you**.

Claims

What you need to do to make a claim

When **you** become aware of an occurrence likely to result in a claim you must do the following:

- immediately report the matter to the police and press charges against the cardholder who performed the **unauthorised transaction**;
- take all reasonable steps to recover from the **cardholder** all **unauthorised transaction** amounts transacted by the cardholder. This includes (but is not limited to) you utilising, where legally possible, any monies held by you for, or on behalf of, the cardholder so as to avoid or reduce any loss through unauthorised transactions to the maximum extent permitted by law; and
- advise **Suncorp Bank** (who will inform us), preferably by telephone or facsimile or any other electronic communication, which may be approved by **Suncorp Bank**, and on the same day complete and send to **Suncorp Bank** a “Notification of Claim” form (see Addendum “A”) and copy of the policy report (or incident report number) and the letter you sent the cardholder (if applicable).

Assisting us with claims

In certain circumstances, we may have the right to sue others in **your** name to recover money payable under this insurance. If this occurs, **you** must assist us and act in an honest and truthful way.

When making a claim **you** must tell us about any other insurance under which **you** are or might be able to claim. If **you** can claim from another insurer and we also pay **you** in respect of the same insured event, then **you** must refund to **us** the amount we paid if they also pay **you**. **You** cannot claim from **us** and from the other insurer to obtain an aggregate amount that exceeds **your** loss.

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim and we may take legal action against **you**. Also, **we** will inform **Suncorp Bank** of the situation and **you** may no longer be eligible for this insurance or to have a **Suncorp Business Visa Debit Account**.

What is not covered?

Zurich shall not be liable under this insurance for:

- any loss caused by or resulting from any **act of terrorism**;
- any indirect losses or consequential liability of any kind arising from **unauthorised transactions**; or
- any **unauthorised transactions** incurred by a director, partner, principal or owner of the **accountholder** or any family members of the said directors, partners, principal or owners.

Complaints

If **you** have a complaint about the covers or about the service **you** have received from us, including the settlement of a claim, **you** can call us on 132 687.

We will respond to **your** complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with **you**.

If **you** are unhappy with our response or cannot agree on reasonable alternative timeframes with us, the complaint will be registered as a dispute and it will be reviewed by our internal dispute resolution process which is free of charge.

We will respond to the dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with **you**. We will keep **you** informed of the progress at least every 10 working days and give a final response in writing.

If **you** are unhappy with our response or cannot agree on reasonable alternative timeframes with us, **you** can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by the Financial Ombudsman Service (FOS). This is a free service provided by an independent body. **You** must contact FOS within two years of receiving our final decision. **You** are not bound by the decision made by FOS but we are bound to act immediately on FOS's decision.

Brochures outlining the operations of FOS are available from both Zurich and the Insurance Council of Australia in each State or Territory. FOS can be contacted as follows:

The Financial Ombudsman Service

Phone: 1300 78 08 08 between 9am – 5pm AEST

Fax: (03) 9613 6399

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email: info@fos.org.au

Privacy

Zurich collects personal information about **you** to assess claims. If **you** do not provide the requested information, a claim may be delayed or we may not accept a claim.

We will, in relevant cases, give personal information (other than sensitive information such as health information) to **Suncorp Bank**, its service providers and business partners so that they can monitor the claims service we provide, to prevent fraud and to ensure eligibility for cover.

We may also give personal information including sensitive information, such as health information, to our service providers (including medical practitioners, other health professionals, reinsurers, legal representatives and loss adjusters).

By providing personal details, **you** agree to those organisations collecting and disclosing personal and sensitive information for the purposes listed above.

We may also be allowed or required by law to disclose personal information about **you**, for example under Court orders or Statutory Notices pursuant to taxation or social security laws.

Usually, on request, we will give **you** access to personal information held about **you**.

In some circumstances, we may charge a fee for giving this access which will vary but will be based on the costs to locate the information and the form of access required.

A list of the type of service providers and business partners we commonly use is available on request or from our website www.zurich.com.au (click on the Privacy link on the homepage).

If you would like to find out more about our privacy policies, you may contact us by telephone from anywhere in Australia on 132 687 or email to Privacy.Officer@zurich.com.au or in writing at:

The Privacy Officer

Zurich Australian Insurance Limited

PO Box 677

North Sydney NSW 2059

General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry;
and
- provide helpful community information and education about general insurance.

Suncorp Business Visa Debit Card – Notification of Claim

The Manager

Suncorp Bank
Card Processing Centre
Suncorp-Metway Plaza,
Cnr Turbot and Albert Streets,
Brisbane, Australia 4000.

Suncorp Business Visa Debit Card Number:

Name of cardholder:

Home address of cardholder:

Suburb

State

Postcode

Work address of cardholder:

Suburb

State

Postcode

We wish to lodge a claim in respect of an unauthorised transaction and request a claim form to be sent to this office. In terms of the conditions applying to such a claim we hereby request and authorise you to cancel the Suncorp Business Visa Debit Card specified above.

The police have been notified (Report No) of the matter and a copy of the police report is attached.

(please tick the appropriate box below)

- The Suncorp Business Visa Debit Card has been cut in half and destroyed by us.
- The Suncorp Business Visa Debit Card has been previously returned to you.
- The Suncorp Business Visa Debit Card is still in the possession of the cardholder and accordingly, we have notified the cardholder that he/she is no longer authorised to use the Suncorp Business Visa Debit Card (copy of letter attached).

For and on behalf of:

Company/Business Name (accountholder) – please print

Name of authorised person – please print

Signature of authorised person

Date

Contact us for more information
or to change your details:



Call 13 11 75

www suncorpbank.com.au



Mail to GPO Box 1453, Brisbane QLD 4001



Fax 07 3031 2250

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