

# Suncorp Bank Business Visa Debit Card

## Unauthorised Transactions Insurance

Effective: 15 December 2015.

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# Important information about the insurance

This Suncorp Business Visa Debit Card Unauthorised Transactions Insurance is provided at no additional cost to **you**, and applies to **unauthorised transactions** which occur on or after 15 December 2015.

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).

## QBE – The Issuer of this insurance cover

**You** should be aware that the issuer of this insurance cover is QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFS Licence No. 239545 (“QBE”). In this booklet QBE is referred to as “QBE”, ‘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.

These covers are available under a Master Policy issued by QBE to **Suncorp Bank**.

## Group policies: About your right to make a claim

This is a group policy which **Suncorp Bank** has entered into with us for the period of insurance. You may be eligible to claim under it as a third party beneficiary, provided you met the eligibility criteria specified in this booklet at the time loss or damage occurred.

You can't cancel or vary the Policy – only **Suncorp Bank** as the contracting insured and we can do this. If the policy is cancelled or varied by us, we don't need to obtain your consent.

We also don't provide you with any notices in relation to this Policy. We only send notices to **Suncorp Bank** as it's the only entity we have contractual obligations to.

You're not obliged to accept any of the benefits of this Policy but if you make a claim, you'll be bound by its terms, conditions, limitations and exclusions.

Neither we nor **Suncorp Bank** hold the cover(s) or the benefits provided under the Policy on trust or for your benefit or on your behalf.

**Suncorp Bank** also doesn't:

- Act on behalf of us or you in relation to the Policy
- Provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- Receive any remuneration or other benefits from us.

If you're seeking to access the benefit of the Policy, you should consider obtaining independent advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents you from entering into other arrangements regarding insurance.

To confirm if you may have access to the Policy, and its currency, please contact **Suncorp Bank**.

Neither **Suncorp Bank** nor any of its related companies are authorised representatives (under *the Corporations Act 2001* (Cth)) of QBE or any of its related companies.

## 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

## Claims

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?

QBE 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.

# Sanctions

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

# The General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

# Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

# Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

## Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

## Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

## Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

## Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

*Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

## Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

# Contacting QBE Customer Care, FOS or the OAIC

## How to contact QBE Customer Care

**Phone:** 1300 650 503

(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

**Email:**

- [complaints@qbe.com](mailto:complaints@qbe.com), to make a complaint.
- [privacy@qbe.com](mailto:privacy@qbe.com), to contact us about privacy or your personal information.
- [customercare@qbe.com](mailto:customercare@qbe.com), to give feedback or pay a compliment.

**Post:** Customer Care, GPO Box 219, PARRAMATTA NSW 2124

## How to contact FOS Australia

**Phone:** 1800 367 287

(Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)

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

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

## How to contact the OAIC

**Phone:** 1300 363 992

(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

**Online:** [www.oaic.gov.au](http://www.oaic.gov.au)

# Suncorp Business Visa Debit Card – Notification of Claim

**The Manager**

Suncorp Bank  
Card Processing Centre  
4RE011 GPO Box 1453  
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](http://suncorpbank.com.au)**

 **Mail to GPO Box 1453, Brisbane QLD 4001**

 **Fax 07 3031 2250**

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