

# Business Banking Visa Debit Card Unauthorised Transactions Insurance

Effective for purchases finalised on or after 1 July 2019



# BUSINESS BANKING VISA DEBIT CARD

UNAUTHORISED TRANSACTIONS INSURANCE

# Important Information

- Your complimentary cover will provide a broad range of protection for you. However you should ensure that the protection provided will cover your specific circumstances.
- This policy booklet contains information on your cover and how to make a claim.
- Your card must be current and valid and you must meet the eligibility requirements for cover to apply.

If you require additional information or wish to arrange more comprehensive cover please contact Us on the number shown in this booklet.

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# Important Information

# About the insurance

This is your People's Choice Credit Union Business Visa Debit Card Unauthorised Transactions Insurance provided at no additional cost to you, and applies to unauthorised transactions which occur on or after 1st July 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 is 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 card statements showing any purchases.

# The Issuer of this insurance cover is CGU

You should be aware that the issuer of this insurance cover is Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance (CGU). In this booklet, CGU is referred to as 'CGU', 'we', 'our' or 'us'.

This cover is available under a Master Policy between CGU and Australian Central Credit Union Ltd trading as People's Choice Credit Union, ABN 11 087 651 125, AFSL 244310 ('People's Choice Credit Union').

You do not hold this insurance cover, but you are entitled to receive benefits under the policy held by People's Choice Credit Union. The cover is automatically available to you if you are the accountholder, but you are not obliged to accept the cover. However, if you want to make a claim under this cover, you will be bound by the terms and conditions of the insurance cover as set out in this document.

People's Choice Credit Union is not the issuer of the cover and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under this cover.

People's Choice Credit Union does not receive any commission or remuneration in relation to the cover set out in this booklet.

Neither People's Choice Credit Union nor any of its related corporations are Authorised Representatives of CGU or any of its related companies.

# Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law or regulation.

# How can this insurance cover be terminated or changed?

People's Choice Credit Union may terminate or change the cover at any time. People's Choice Credit Union 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.

# **Enquiries**

Additional copies of this document can be obtained by phoning 13 11 82 or online at www.peopleschoicecu.com.au

If you require personal advice about this insurance, please see your insurance adviser.

If you wish to make a general inquiry regarding the cover in this document you can phone us on 13 11 82 however, please make sure you have this document on hand when you phone us.

### **Definitions**

The following key words (and their plurals) have the following special meanings when used in this document.

### Accountholder, you and your

Accountholder, you and your, means a People's Choice Credit Union member, being an individual, business entity or company, who has obtained a People's Choice Credit Union business account which has Business Visa Debit Card access and in whose name the People's Choice Credit Union business account was opened. The accountholder is the entity that has contractual obligations with People's Choice Credit Union in respect of the People's Choice Credit Union business account and requests the issue of a card to cardholders.

### Act of terrorism

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.

### Card

Card means a current and valid People's Choice Credit Union Business Visa Debit Card issued by People's Choice Credit Union to a cardholder at the direction of the accountholder, which allows the cardholder to pay expenses via a card account.

### **Card account**

Card account means a current and valid People's Choice Credit Union business account which has Business Visa Debit Card access, issued by People's Choice Credit Union to the accountholder.

### Cardholder

Cardholder means a permanent resident of Australia, to whom People's Choice Credit Union, at the request of the accountholder, has issued a card.

### **Unauthorised transaction**

Unauthorised transaction means a transaction by a cardholder which has been processed to the card 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 Applying To All Covers

# 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 card 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 card account.
- When:
  - you no longer wish a cardholder to use their 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 (e.g. when an unauthorised transaction shows on a statement) or is likely to be incurred by the cardholder,
- You must immediately direct People's Choice Credit Union to cancel the cardholder's card. This direction should be made by telephone or facsimile or any other electronic communication, which may be approved by People's Choice Credit Union.

You must also, if possible, immediately obtain the card from the cardholder, cut it up and return it to People's Choice Credit Union at the address appearing on the card account statement. If you are unable to recover the cardholder's card, you must immediately write to the cardholder advising the cardholder that he or she is no longer authorised to use the card and must return it to you.

# What is not covered?

CGU 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.

# How To Make A Claim

# 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; and
- 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

# **Documentation**

Where necessary, we may require you to complete a written loss report which must be returned to us within 30 days after you receive it.

We may also require further documentation or material in support of the claim. This will include (but is not limited to):

- card statements
- police reports
- documentation of other information that may be required as proof of loss

# 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.

# Fraudulent Claims

When making a claim, you have a responsibility to assist us and to act in an honest and truthful manner. 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, you may no longer be eligible for this insurance or to use the card account.

# Complaints

As part of our commitment to customer service, we have an internal dispute resolution process in place.

- If you have a complaint, the first thing you or your insurance adviser should do is speak to a staff member in the area concerned.
- If your complaint relates specifically to a claim, please contact the claims officer managing your claim.
- If the Customer Service staff member or claims officer are unable to resolve the matter for you, and you are not satisfied with their decision, you may speak to a manager.
- If you are not satisfied with the response from the manager you can seek a review.
- If the matter is still not resolved, the manager will refer you
  to the relevant internal dispute resolution area who will
  conduct a review of your dispute.
- If you are not satisfied with their decision, you are entitled
  to seek an external review of the decision. You will be
  provided with information about the options available to
  you, for example, referring you to the external dispute
  resolution scheme administered by the Australian Financial
  Complaints Authority (AFCA). The AFCA is contactable on
  1800 931 678 (free call).

# How CGU protects your privacy

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

Our Privacy Policy sets out how your personal information is used, disclosed and protected. We may communicate your personal information to our service providers and this will always be carried out in accordance with the relevant privacy legislation.

If you have any questions in relation to privacy, please contact CGU on 13 15 32  $\,$ 

Alternatively go to www.cgu.com.au/cgu/pages/privacy.aspx for a copy of CGU's Privacy Charter.

# 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 objectives of the Code are:

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

Our commitment to you We have adopted and support the Code and are committed to complying with it. Please contact us if you would like more information about the Code

# Addendum "A"

# Notification of Claim

Member Support Services, People's Choice Credit Union GPO BOX 1942, Adelaide SA 5001

Business account number	
Name of cardholder	
Home address of cardholder	
	Postcode
New work address of cardholder	
	Postcode
We wish to lodge a claim in respect of an unauthorised transaction and request a claim form to be conditions applying to such a claim we hereby request and authorise you to cancel the Business V. The police have been notified (Report No.)	
of the matter and a copy of the police report is attached and: (please tick the appropriate box below	w)
The Business Visa Debit card has been cut in half and destroyed by us.	
The Business Visa Debit card has been previously returned to you.	
The Business Visa Debit card is still in the possession of the cardholder and accordingly, we he/she is no longer authorised to use the People's Choice Credit Union Visa Business Debit Co	
For and on behalf of	
Company/Business Name (accountholder) – please print	
Name of authorised person – please print	
Signature of authorised person	Date

# How to contact us

For claims information You can contact CGU on:

T 13 24 80

For general enquiries You can contact People's Choice Credit Union in any of the following ways:

**T** 13 11 82

peopleschoicecu.com.au



### How to contact us.

Call 13 11 82 Visit peopleschoice.com.au Drop into a branch





