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| Eftpos emergency relief reloadable Prepaid Card  |
| Product disclosure statement |

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# 1. Introduction

This Product Disclosure Statement (‘**PDS’**) contains important information about the Eftpos Emergency Relief Reloadable Prepaid Card (‘**Prepaid Card**’) and its associated features, risks and fees.

By accepting this Prepaid Card, you are agreeing to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek advice if you do not understand any of the information contained within this PDS and how it applies to you.

Once you accept the terms and conditions set out in this PDS, they will apply to your use of your Prepaid Card.

This PDS is provided as a requirement pursuant to the Corporations Act 2001 (Cth) and is issued by Indue Ltd ABN 97 087 822 464 (‘**Indue**’).

The information contained in this PDS does not take into account your individual objectives, financial situation or needs.

This PDS is dated 24 November 2023 and updates the previous PDS.

Words that are capitalised in this PDS are defined in section 26.

# 2. General description of the Prepaid Card

The Prepaid Card is a Reloadable eftpos prepaid card.

The Prepaid Card allows purchases and payments to be made wherever eftpos prepaid cards are accepted (subject to individual merchants’ discretion), as long as:

* there is sufficient Value available on your Prepaid Card to cover the amount of the transaction and any applicable fees and charges;
* the Expiry Date has not been reached; and
* the Prepaid Card has not been suspended or cancelled.

The Prepaid Card is not a credit card and it is not linked to any separate account.

The Prepaid Card can be used to withdraw cash at ATMs.

# 3. Prepaid Card distributor and roles of the department

The Department of Families, Fairness and Housing (**the department**) is the distributor and promoter of the Prepaid Card. The department is responsible for distributing and promoting the Prepaid Card and providing certain cardholder services to you. These cardholder services include providing you with your Prepaid Card, arranging for a replacement Prepaid Card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen services and assisting you with any queries you may have regarding your use of your Prepaid Card.

The department is not the issuer of the Prepaid Card. Indue is the issuer of the Prepaid Card.

The department may be contacted at:

**50 Lonsdale Street
MELBOURNE VIC 3030
Phone: 1300 475 170**

The department does not have any authority to:

* make any representations or give any warranties that contradict those contained in this PDS, unless the prior approval of Indue has been obtained;
* provide you with any financial product advice (that is, advice taking into account your personal circumstances or a recommendation or statement of opinion intended, or could
* be reasonably regarded as being intended to influence you in making a decision about whether or not to acquire the Prepaid Card);
* purport to bind or contract for or on behalf of Indue in any way whatsoever, other than as is set out in this PDS; or
* give you information that is inconsistent with the information set out in this PDS.

If you believe that the department has exceeded its authority by acting in any of the above manners, we request that you immediately contact Indue on 1300 671 819 to clarify the matter.

Indue and the department are not related entities.

# 4. Prepaid Card issuer and roles of Indue

The issuer of the Prepaid Card is Indue. Indue is an authorised deposit-taking institution. Indue holds an Australian Financial Services Licence, AFSL number 320 204.

By entering into this PDS, you are entering into a contract with Indue. Indue is responsible for

effecting settlement of all transactions that may arise as a result of the use of your Prepaid Card.

You may contact Indue at:

**Indue Limited
PO Box 5389
WEST END QLD 4101**

**Phone**: 1300 671 819 between 8.00am – 7.00pm Monday to Friday, Brisbane time, closed weekends and national public holidays.

# 5. Benefits of the Prepaid Card

The benefits of the Prepaid Card are that:

* the Prepaid Card can be used to buy goods and services from merchants in Australia who accept eftpos prepaid cards;
* the Prepaid Card accesses the Value that is loaded (added) onto the Prepaid Card. It is not a credit card. You can only spend up to the Value of cleared funds stored on your Prepaid Card;
* the Prepaid Card is Reloadable which means extra funds can be added to it, until the expiry of the Prepaid Card;
* it reduces the need to carry cash;
* all funds are held by Indue, an authorised deposit-taking institution;
* the Prepaid Card is not linked to a separate deposit account; and
* there is no daily or other periodic limit to the number of times you may use the Prepaid Card at eftpos Devices, as long as you have sufficient Value available to cover your purchases (in addition to any fees and charges, see section 14 below). This does not prevent a merchant from setting its own limits.

# 6. Risks of the Prepaid Card

The risks associated with the Prepaid Card include:

* any attempted load that will take the Value on your Prepaid Card over the Prepaid Card Limit being rejected in full (refer to section 13 below);
* the Prepaid Card not being able to be used overseas or on the internet or telephone to make a transaction;
* you not having sufficient Value on your Prepaid Card to cover a payment;
* failure to safeguard your PIN may result in loss of Value (refer to section 19 below for a list of circumstances where you may be held liable for failing to safeguard your PIN);
* circumstances beyond our reasonable control preventing a transaction from being processed;
* merchants, at their discretion, refusing to accept the Prepaid Card as a method of payment. You should always check with the merchant that it will accept the Prepaid Card before purchasing any goods or services;
* if you do not use the Value loaded (added) onto your Prepaid Card within the timeframes set out in this PDS, you forfeit any remaining Value on your Prepaid Card (refer to sections 16 and 17 below);
* unauthorised and fraudulent transactions occurring on your Prepaid Card (refer to section 19 below for a list of circumstances where you may be held liable for unauthorised use of your Prepaid Card);
* due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction being 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 you as the available Value on your Prepaid Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Prepaid Card in your favour;
* your Prepaid Card being lost, stolen or destroyed. In these circumstances, you may be held liable for unauthorised use on your Prepaid Card where you unreasonably delay notifying us that your Prepaid Card has been lost or stolen (refer to section 19 below);
* your Prepaid Card details becoming known to criminals via various methods who may be able withdraw the Value. In these cases you will not be liable for these unauthorised transactions unless you have contributed to the loss (refer to section 19 below);
* our experiencing a cyber attack, which may result in our systems being unavailable and consequently you being unable to use the Value on your Prepaid Card for a period of time. A serious cyber attack may result in significant legal and financial exposure to us, damage to our reputation, and a loss of confidence in our products and services that could potentially have an adverse effect on our ability to meet our obligations to you;
* the maximum daily ATM withdrawal limit being $1,000;
* you not earning any interest on any Value that is stored on your Prepaid Card from time to time; and
* 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 these Conditions of Use, the FCS applies to deposits only. It does not extend to prepaid card products (including your Prepaid Card and any Value held on it). If Indue fails:
	+ any Value held on the Prepaid Card will not be protected by the FCS; and
	+ you may lose all or part of the Value.

For more information on the FCS, refer to: [Office of the Federal Safety Commissioner](https://www.fsc.gov.au/) <http://www.fsc.gov.au>.

# 7. Other important information

Indue passes on interest that is earned on the Value that is stored on your Prepaid Card from time to time to the department.

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

You cannot use the account number and BSB associated with your Prepaid Card to arrange for any amounts to be debited from your Prepaid Card balance, either by regular direct debits or by using ‘Pay Anyone’ facilities.

Indue and the department do not warrant or accept any responsibility if a merchant’s Electronic Banking Terminal does not accept your Prepaid Card.

Neither Indue nor the department are responsible in the event that you have a dispute regarding the goods or services purchased with your Prepaid Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Indue has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 21 below for a list of circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund for you.

Indue is not aware of any material conflicts of interests that would affect this product or the service you receive from Indue or the department.

As Indue has not taken into account your individual circumstances or needs, you should seek your own independent taxation advice in respect of any impact your use of the Prepaid Card may have on your personal tax liability.

# 8. Queries

If you have a query about the Prepaid Card, we request that in the first instance you direct the query to the department (see contact details in section 3 above).

# 9. Complaints and the dispute resolution scheme

If you have a complaint or dispute relating to your Prepaid Card, we request that you contact the department in the first instance.

If you have a complaint or dispute relating to your Prepaid Card that is not satisfactorily resolved by the department, you should immediately contact Indue.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details about the complaint or dispute from you, Indue or the department (as the case may be) may advise you of the outcome by means other than in writing (for example, by telephone). If you wish, you may request that Indue or the department (as the case may be) provide you with a written response.

Otherwise, within 30 days of receiving these further relevant details from you, Indue or the department will:

* advise you in writing of the results of its investigations; or
* advise you in writing of the reasons for any further delay.

An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint, or in circumstances where Indue or the department investigate the relevant transaction under any applicable industry rules (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the department or Indue).

Where you are not satisfied with the outcome of your complaint, you have 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 (AFCA)**GPO Box 3
Melbourne, VIC 3001

Website: [Australian Financial Complaints Authority](http://www.afca.org.au) <www.afca.org.au>

Telephone: 1800 931 678

Email: Australian Financial Complaints Authority <info@afca.org.au>

# 10. Using the Prepaid Card

When using your Prepaid Card to complete an Electronic Transaction, press the ‘CHQ’ or ‘SAV’ button on the relevant terminal. If you press the ‘CR’ button, the transaction will be declined.

Indue will debit (deduct) against the Value any transaction you authorise using the Prepaid Card.

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

* you conduct an Electronic Transaction;
* your Prepaid Card is used to conduct an Electronic Transaction; or
* your Prepaid Card together with your PIN is used in conjunction with electronic equipment.

Where you advise Indue or the department that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or the department will investigate and review the transaction in accordance with section 21 below.

# 11. Activating the Prepaid Card

When you receive your Prepaid Card, it will be activated and ready for use. The PIN and dollar value are provided with your card.

# 12. Security of pin and the Prepaid Card

If you fail to safeguard your Prepaid Card or PIN, you may increase your liability for unauthorised use (refer to section 19 below for a list of circumstances where you may be held to be liable for unauthorised transactions). We therefore strongly recommend that:

* you keep your Prepaid Card secure;
* you do not record your PIN on your Prepaid Card or on anything with or near your Prepaid Card;
* you do not tell anyone your PIN (including any family member or friend) and try to prevent anyone else from seeing your PIN;
* you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
* if you think that your PIN has become known to someone else, you must notify the department or Indue immediately.

If you forget your PIN, you are able to reset it by going online to [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable> and following the prompts (refer to section 18 below). You can also contact Customer Support on 1300 044 125.

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

Important information you should consider:

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

# 13. Dollar value of the card

The Value that has been loaded onto your Prepaid Card has been determined through the department assessment process. Your assessed amount is provided to you together with the Prepaid Card and PIN.

To check your available balance:

* Make a balance enquiry at a domestic ATM (note that an ATM Owner Fee may be charged)
* Call Customer Support on 1300 044 125 and provide your Card ID and date of birth
* Access your card balance and transaction details at [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable>. Call Customer Support on 1300 044 125 to assist you in setting up a login account.

# 14. Fees and charges

An ATM Owner Fee (which will be displayed on the screen at the time of the relevant transaction) may be charged on ATM transactions. This fee will be deducted from the Value on your Prepaid Card.

# 15. Limitations on use of the Prepaid Card

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

# 16. Card expiry

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

Prior to the Expiry Date, you may contact the department and request that a new Prepaid Card be distributed to you. In these circumstances any Value remaining on your existing Prepaid Card will be transferred to the new Prepaid Card without incurring a fee.

**Otherwise, prior to the Expiry Date, you should ensure that you use all Value that is remaining on your Prepaid Card or alternatively, withdraw any Value remaining on your Prepaid Card by visiting an ATM.**

On the Expiry Date we will stop your Prepaid Card and you will no longer be able to use it.

If on the Expiry Date, Value remains on your Prepaid Card, then:

* if this Value is less than or equal to $20.00, you will be charged an Expiry Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Expiry Date is $12.22, on the Expiry Date we will charge you an Expiry Fee equal to $12.22; or
* if this Value is greater than $20.00, then the department will (on our behalf) make reasonable attempts to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you.

If after 6 months after the Expiry Date, the department (on Indue’s behalf) has not been able to contact you after reasonable enquiries have been made in order for us to return the Value remaining on your Prepaid Card to you, then all funds will be held in trust by us. If Value still remains on your Prepaid Card after 7 years from the Expiry Date, we may transfer the balance of the Prepaid Card to the Commonwealth Government as ‘unclaimed money’ You have the right to claim your money that is held with the Commonwealth Government. Please refer to the [Australian Securities and Investments Commission (ASIC) website](https://asic.gov.au/) <www.asic.gov.au> for details.

You must not use your Prepaid Card after the Expiry Date shown. In some circumstances your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after the Expiry Date in these circumstances then you 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.

# 17. Cancellation of your card

The Prepaid Card always remains the property of Indue.

Indue or the department may cancel and demand the return of the Prepaid Card issued to you at any time:

* for security reasons and to protect the remaining Value where the Prepaid Card has been or is reasonably suspected by Indue to have been compromised and such compromise has been caused directly by you or third parties as a result of your conduct; or
* if you breach these Conditions of Use and that breach is of a serious nature.

If these circumstances arise, Indue or the department will notify you that your Prepaid Card has been cancelled.

**You may cancel your Prepaid Card at any time by giving Indue or the department notice in writing or by telephone. Prior to the cancellation of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card or alternatively, withdraw any Value remaining on your Prepaid Card by visiting an ATM.**

If on the Cancellation Date, Value remains on your Prepaid Card then:

* if this Value is less than or equal to $20.00, you will be charged a Cancellation Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Cancellation Date is $12.22, on the Cancellation Date we will charge you a Cancellation Fee equal to $12.22; or
* if this Value is greater than $20.00, then the department will (on our behalf) make reasonable attempts to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you. If after 6 months after the Cancellation Date, the department (on Indue’s behalf) has not been able to contact you after reasonable enquiries have been made in order for us to return the Value remaining on your Prepaid Card to you, then all funds will be held in trust by us. If Value still remains on your Prepaid Card after 7 years from the Expiry Date, we may transfer the balance of the Prepaid Card to the Commonwealth Government as ‘unclaimed money’ You have the right to claim your money that is held with the Commonwealth Government. Please refer to [Australian Securities and Investments Commission (ASIC) website](https://asic.gov.au/) <www.asic.gov.au> for details.

You must not use your Prepaid Card after the Cancellation Date. In some circumstances your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after the Cancellation Date in these circumstances then you 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.

# 18. Reporting the loss or theft of your Prepaid Card

## By website

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should **IMMEDIATELY** logon to [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable> and select ‘change your PIN’, and follow the prompts.

If you believe your Prepaid Card has been lost or stolen, you should **IMMEDIATELY** logon to [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable> and select ‘lost and stolen card’ and follow the prompts. This will place a stop on your Prepaid Card.

## By telephone

Alternatively, if you believe your Prepaid Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting the department on 1300 475 170 during business hours (8.30am to 5.30pm Melbourne time).

After you notify the department, a stop will be placed on your Prepaid Card.

## Notification requirements

If you cannot reasonably notify the department in accordance with one of the methods described above, any losses occurring due to non- notification whilst the phone number referred to above is non-operational will be the liability of the department and Indue. To avoid further losses you are required to continue to try to contact the department through the phone number referred to above. Providing you continue to try to contact the department as is reasonable in your circumstances, the department and Indue will continue to be liable for any loss occurring on your Prepaid Card. If you do not try to contact the department as is reasonable in your circumstances, then you may become liable for any losses occurring on your Prepaid Card in accordance with section 19 below.

## Procedure – card suspension

The department will use its best endeavours to contact you within 72 hours from when a stop was placed on your Prepaid Card to arrange either a replacement card to be issued to you or for your Prepaid Card to be reactivated in circumstances where you have found it. After a stop has been placed on your Prepaid Card, you will not be able to, and you must not attempt to, use your Prepaid Card until you have spoken with the department to reactivate or replace your Prepaid Card (even if you have found your Prepaid Card).

In some circumstances, your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after a stop has been placed on your Prepaid Card, you 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.

## Procedure – card replacement

Once a replacement Prepaid Card is issued to you, the Value remaining on your lost or stolen Prepaid Card will be transferred to your new Prepaid Card less any unauthorised transactions for which you are liable (refer to section 19 for a list of circumstances where you may be held liable for unauthorised transactions).

You must give the department a reasonable time to arrange cancellation and the issue of a replacement Prepaid Card.

# 19. Your liability in case your Prepaid Card is lost or stolen or in the case of unauthorised use

1. You are not liable for any loss arising from an unauthorised transaction:
	1. before you have actually received your Prepaid Card;
	2. after you have reported it lost or stolen under section 18;
	3. if you did not contribute to any unauthorised use of your Prepaid Card; or
	4. if the unauthorised transaction was made using your Prepaid Card information without use of your actual Prepaid Card or PIN.
2. For the purpose of section 19(1)(a), there is a presumption that you did not receive your Prepaid Card unless the department or Indue can prove, by obtaining an acknowledgement of receipt from you, that you received the Prepaid Card.
3. For the purpose of section 19(1)(c) the department or Indue will undertake an assessment to consider whether you have contributed to any loss caused by the unauthorised use of your Prepaid Card. This assessment will include, if applicable, a review of whether you:
	1. voluntarily disclosed your PIN to anyone, including a family member or friend;
	2. voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
	3. in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a Prepaid Card being left in the ATM;
	4. wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on your Prepaid Card or on any article carried with your Prepaid Card or likely to be lost or stolen at the same time as your Prepaid Card;
	5. allowed anyone else to use your Prepaid Card; or
	6. unreasonably delayed notification of:
	7. your Prepaid Card or PIN record being lost or stolen;
	8. unauthorised use of your Prepaid Card; or
	9. the fact that someone else knows your PIN.
4. If the department or Indue can prove on the balance of probability that you have contributed to the unauthorised use of your Prepaid Card under section 19(3), your liability will be the lesser of:
	1. the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred;
	2. the actual loss at the time the department or Indue is notified of the loss or theft of your Prepaid Card;
	3. the Prepaid Card Limit; or
	4. the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the department or Indue).
5. Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Prepaid Card, your liability will be the lesser of:
	1. $150;
	2. the actual loss when less than the Value stored on your Prepaid Card at the time the loss occurred;
	3. the actual loss at the time the department or Indue is notified of the loss or theft of your Prepaid Card; or
	4. the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the department or Indue).
6. In determining your liability under section 19:
	1. the department or Indue will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
	2. the fact that your Prepaid Card is used with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and
	3. the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the back of your Prepaid Card and the Expiry Date) is not relevant to your liability.

# 20. Statement of transaction history

You may check the Value that is available on your Prepaid Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website. Go to [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable>. You should regularly review your transaction history in order to identify any unauthorised transactions.

# 21. Resolving errors

If you believe a transaction is wrong or unauthorised or your transaction history contains any instances of unauthorised use or errors, you must immediately notify the department. As soon as you can, you must also provide the department the following:

* your name and address and Prepaid Card ID;
* details of the error or the transaction you consider is wrong or unauthorised;
* the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
* details of whether your PIN is secure; and
* any other details requested by the department or Indue.

The department and Indue have the ability to investigate any disputed transactions which occur on your Prepaid Card. You may wish to dispute a transaction in circumstances where:

* the transaction is not recognised by you;
* you did not authorise the transaction;
* you did not receive the goods or services to which the transaction relates;
* the transaction amount differs to the purchase amount;
* you believe a transaction has been duplicated; or
* you did not receive the requested cash from an ATM (or you only received part of the cash requested).

If the department or Indue find that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 19, then Indue will make the appropriate adjustments to your Prepaid Card and will advise you 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 industry 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.

# 22. Privacy and information collection

Indue and the department may collect your personal information:

* to identify you in accordance with the AML Legislation;
* to provide information about a product or service;
* to consider your request for a product or service;
* to provide you with a product or service;
* to assist in arrangements with other organisations in relation to the provision of a product or service;
* to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
* to contact you in relation to any funds that remain on the Prepaid Card on expiry or cancellation;
* to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
* as required by relevant laws and scheme rules.

In some circumstances, Indue or the department (as the case may be) may collect your personal information from a third party service provider. Indue or the department may collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors (refer to clause 21 above). Indue and the department collect this information in order to manage the service they provide to you, consistent with these conditions of use.

If you do not provide some or all of the information requested, Indue and the department may be unable to provide you with a product or service.

Indue and the department may provide your information:

* to another member of its group;
* to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, 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 use of your Prepaid Card or card information.

You may access any of your personal information at any time by calling the department on 1300 475 170. You may also call Indue on 1300 671 819. Indue or the department may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, the department or Indue (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. the department or Indue (as the case may be) will not charge any extra fee for correcting your information. There may be circumstances when Indue or the department may be unable to provide you with access or to correct your information, in which case Indue or the department (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or the department holds about you, please refer to their Privacy Policies available at [Indue](http://www.indue.com.au) <www.indue.com.au> and [Department of Families, Fairness and Housing Privacy Statement](https://www.dffh.vic.gov.au/privacy-statement) <https://www.dffh.vic.gov.au/privacy-statement>.

Indue and the department will not collect sensitive information about you, such as health information, without your consent.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of these Conditions of Use, these countries are likely to include the United Kingdom, the United States, the Republic of Ireland, Israel, Spain and the Netherlands. By using your Prepaid Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the Privacy Act 1988 (Cth), Indue and the department must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or the department has breached the Australian Privacy Principles. For details on how you may complain about a breach and how Indue and the department deal with complaints, please refer to Indue’s and the department’s Privacy Policies available at [Indue](http://www.indue.com.au) <www.indue.com.au> and [Department of Families, Fairness and Housing Privacy Statement](https://www.dffh.vic.gov.au/privacy-statement) <https://www.dffh.vic.gov.au/privacy-statement>.

If you would like a copy of Indue’s or the department’s Privacy Policy to be sent to you, please contact Indue on 1300 671 819 or the department on 1300 475 170.

# 23. 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. Where the change involves an increase in our fees or charges, or an increase in the risk associated with the Prepaid Card or may otherwise be detrimental to you, we will provide you with at least 30 days’ prior notice of the change or variation.

In these circumstances, we will notify you of the change by sending to you a supplementary product disclosure statement.

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

Any other changes may be made from time to time and may be updated by amending the version of this PDS that is available at https://services.dffh.vic.gov.au/personal-hardship-assistance-program.

A copy of the latest version of this PDS will be available at all times online at [Personal Hardship Assistance Program](https://services.dffh.vic.gov.au/personal-hardship-assistance-program) <https://services.dffh.vic.gov.au/personal-hardship-assistance-program> at no cost to view. Upon request by you, Indue or the department will provide you with a paper copy of the latest version of this PDS without charge.

**If you wish to cancel your Prepaid Card as a result of any change of variation we make to this PDS, you must contact Indue or the department to cancel your Prepaid Card. In these circumstances, you will not be charged any cancellation fee.**

# 24. Other general conditions

You may not assign your rights under this PDS to any other person. 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 you with notice and you will be able to cancel your Prepaid Card as a result of this assignment without being charged any card cancellation fees.

# 25. Anti-money laundering and counter-terrorist financing

You acknowledge and agree that:

* where required, you will provide to Indue all information reasonably requested by Indue 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;
* Indue may be legally required to disclose information about you 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 25, you agree 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 your use of the Prepaid Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

# 26. 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.

**ATM** means automatic teller machine.

**Business Day** means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

**Conditions of Use** means the terms and conditions for the use of the Prepaid Card as set out in this PDS.

**Direct Credit** (also known as Electronic Funds Transfer, EFT or Pay Anyone) means a facility that enables you, through your Australian financial institution’s internet banking platform, to credit funds to a facility that has an account number and a BSB, such as your Prepaid Card (see the reverse side of your Prepaid Card for the relevant account number and BSB associated with it).

**eftpos** means Electronic Funds Transfer at Point of Sale.

**eftpos Device** means an eftpos terminal at which payments can be made (for example, a terminal that a merchant has available in store at which you may make electronic payments using a card, such as your Prepaid Card, that is acceptable to the merchant).

**Electronic Banking Terminal** means an eftpos Device or ATM.

**Electronic Transaction** means a transaction:

(i) initiated by your instruction to purchase goods and/or services using your Prepaid Card and your PIN (or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal); (ii) arising from use of your Prepaid Card; or (iii) arising from use of information stored on your Prepaid Card.

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

**Floor Limit** means an amount above which a payment using an eftpos Device requires approval in order for the transaction to be affected. Floor Limits are set by merchants’ financial institutions.

**Pay Anyone** means a Direct Credit facility.

**PIN** means the Personal Identification Number required to be entered by you when using the Prepaid Card for Electronic Transactions (except for transactions requiring a signature and transactions conducted over the internet). The PIN may be changed by you from time to time (refer to section 18 above).

**Prepaid Card** means the eftpos Reloadable prepaid card issued by Indue to you at the request of the department.

**Prepaid Card Limit** means the total Value that may be stored on a Prepaid Card at any one time, which as at the date of this PDS is **$4,999**.

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

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

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

**Website** means [Personal Hardship Assistance Program Reloadable](https://prepaid.indue.com.au/phapreloadable) <https://prepaid.indue.com.au/phapreloadable>

**You, your** means the person to whom the Prepaid Card is issued.

# 27. Interpretations

Reference to:

* one gender includes all genders;
* 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 PDS 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.

# 28. Parties

If a party consists of more than 1 person, the terms and conditions set out in this PDS bind each of them separately and 2 or more of them jointly and severally.

An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

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