

TRANSIT ACCIDENT INSURANCE TERMS AND CONDITIONS FOR BANK OF QUEENSLAND BUSINESS VISA CARDHOLDERS

About this booklet

This booklet is a product disclosure statement (PDS) required by the Corporations Act 2001 (Cth) and contains information designed to help insured persons understand the insurance provided. Effective Date:

This booklet has two (2) parts:

1. Important information about the insurance, which sets out information to help you understand the Group Policy, and
2. The Policy Wording, which sets out terms and conditions of the cover provided.

Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances.

If you require further assistance or information about this product, please contact your financial services provider.

Part 1: Important information about the insurance

The information provided in this section includes high level information about the Policy including our dispute resolution process, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the Policy.

QBE – The Issuer of this insurance cover

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

Bank of Queensland Limited ABN 32 009 656 740 (BOQ) of 100 Skyring Terrace, Newstead QLD 4006 (‘BOQ’) 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 this cover.

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

These covers are available under a Master Policy issued by QBE to BOQ.

Neither BOQ nor any of its related companies are Authorised Representatives of QBE or any of its related companies.

About your right to access cover

This is a group policy which BOQ has entered into with us for the period of insurance.

Access to each cover is provided to persons who meet the eligibility criteria specified (referred to as insured persons or you). The access to the benefit of cover under the Group Policy is provided to you solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth).

You have no right to cancel or vary the Group Policy – only BOQ (as the contracting insured) and we can do this. If we do cancel or vary the Group Policy, we do not need to obtain your consent to do so.

We also do not provide you with any notices in relation to this insurance as you are not a contracting insured. We only send notices to BOQ which is the only entity we have contractual obligations to under each section.

You are not obliged to accept any of the benefits of this Group Policy but if you wish to make a claim under any section, you will be bound by the terms, conditions, limitations and exclusions set out in the Group Policy

Neither we nor BOQ hold the cover(s), or the benefits provided under the Group Policy, on trust or for your benefit or on your behalf.

BOQ does not:

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

If you are seeking to access the benefit of the Group Policy, you should consider obtaining 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 have access to the Group Policy, and its currency, please contact BOQ.

How can this insurance cover be terminated or changed?

BOQ may terminate or change the cover at any time. BOQ will give the accountholder written notice of the change or termination.

The existing cover will apply to trips purchased before the date of the change or termination.

Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us.

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're committed to safeguarding your privacy and the confidentiality of your personal information. We collect personal information you've given us, our agents, other companies in the QBE group or suppliers acting on our behalf.

Using your personal information

We use your personal information to 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.

More information

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.

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.

To obtain a copy

Our Privacy Policy is available online at qbe.com.au/privacy.

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 (CCU) 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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions – but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, 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's CCU, AFCA 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, to make a complaint.
 - Privacy@qbe.com, to contact us about privacy or your personal information.
 - Customercare@qbe.com, to give feedback or pay a compliment.
- Post** Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

- Phone** 1800 931 678 (free call)
- Email** info@afca.org.au
- Online** www.afca.org.au
- Post** Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

- Phone** 1300 363 992
- Calls from mobiles, public telephones or hotel rooms may attract additional charges.
- Email** enquiries@oaic.gov.au
- Online** www.oaic.gov.au

Part 2: Policy wording

Cover

This is **your Bank of Queensland Business Card** Transit Accident Insurance Policy (Policy) provided at no additional cost to **you**.

The Policy applies if the entire payment for **your trip** was charged to a **Bank of Queensland Business Card** prior to the commencement of the **trip** and made on or after the 29th of February 2016.

It covers **you** for an **injury you** sustain on **your** trip while riding as a passenger in a conveyance, or getting on or off a conveyance, subject to the terms and conditions outlined below.

You may also need to provide proof of any loss, as well as relevant receipts or invoices and a copy of the **Bank of Queensland Business Card Account** statement(s) showing the purchase of any **trip**.

The cover provided does not include benefits as prescribed under the Insurance Contracts Act 1984.

Words with special meanings

The words and terms used throughout this Policy have the special meanings set out below.

Word or term	Special meaning
accident	any single, physical and external event which occurs unexpectedly at a specific and identifiable time and place during a trip
accidental death	death caused solely and directly by an accident
accountholder	a person, company, entity or firm who holds a Bank of Queensland Business Card account facility with Bank of Queensland and in whose name the Bank of Queensland Business Card account facility was opened. The accountholder is the entity that has contractual obligations with BOQ under the account and requests the issue of a Bank of Queensland Business Card to cardholders
act of terrorism	any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> • Involves violence against one or more persons, or • Involves damage to property, or • Endangers life other than that of the person committing the action, or • Creates a risk to health or safety of the public or a section of the public, or • Is designed to interfere with or to disrupt an electronic system.
Bank of Queensland Business Card	a current and valid Bank of Queensland Business Visa Debit Card
cardholder	a permanent resident of Australia, to whom BOQ, at the request of the accountholder, has issued a Bank of Queensland Business Card the transit commenced, the full cost of the transit was charged in full to the cardholder's Bank of Queensland Business Card while this Policy was in force. A trip also includes any transit by a cardholder's spouse and/or dependent children while boarding, riding or disembarking as paying passengers in the same licensed conveyance as the cardholder , provided such transit was also charged in full to the cardholder's Bank of Queensland Business Card prior to the commencement of the transit and while this Policy was in force.
'you' or 'your'	a cardholder and/or a spouse and/or dependent child who is eligible for the insurance provided by this Policy

Terms and Conditions

What we will pay

We will pay the benefits listed under the 'Schedule of Benefits' if the cardholder, spouse or dependent child suffers accidental death or an injury under the circumstances outlined as follows:

1. **Accidental death or injury** is suffered as a direct result of an **accident** which occurs during a **trip**.
2. **Accidental death or injury** is suffered as a direct result of an **accident** which occurs while boarding, riding or disembarking as a passenger (not as a pilot, driver, crew member, etc.) from a licensed taxi, bus, hire vehicle or other conveyance authorised to transport passengers by hire, provided the **cardholder, spouse or dependent child** is travelling directly to or from an airport, tourist bus depot, railway station or dock immediately preceding or following a scheduled **trip**.
3. If the conveyance transporting a **cardholder, spouse or dependent child** disappears, sinks or is wrecked during a trip (or while they are travelling directly to or from an airport, tourist bus depot, railway station or dock immediately preceding or following a scheduled trip), and the body of the **cardholder, spouse or dependent child** has not been found within 12 months of the date of the accident, we will presume that the **cardholder, spouse or dependent child** suffered **accidental death** as a result of **injury** caused by the **accident** at the time of their disappearance.

Schedule of Benefits

The following table shows each type of **injury** which is covered, and the Benefit Amount we will pay if **you** suffer that injury. However, if **you** suffer more than one **injury** as a result of the same **accident**, only the greater Benefit Amount will be paid.

Injury	Benefit Amount
Accidental death	\$250,000
Loss of both hands or both feet	\$250,000
Loss of one hand and one foot	\$250,000
Loss of the entire sight of both eyes	\$250,000
Loss of the entire sight of one eye and one hand or one foot	\$250,000
Loss of one hand or one foot	\$125,000
Loss of the entire sight of one eye	\$125,000

Aggregate limit

This Policy is a group policy where cover is available to other persons or entities that satisfy the definition of a **cardholder, spouse** or **dependent child**. The maximum amount we will pay for any one event involving more than one person (including **you**) eligible for cover under this Policy is the aggregate limit of liability.

If the aggregate limit is not enough to pay all claims in full, then we will reduce yours and each other person's benefit proportionately.

The aggregate limit for this Transit Accident Insurance which applies for all claims arising from the same **accident** (e.g. a train crash) is \$1,300,000 in total, irrespective of the number of persons eligible to claim under this Policy.

This means that if, as a result of the same **accident**, a number of **cardholders, spouses** and/or **dependent children** suffer **injury**, we will pay each claim on a proportional basis (according to the applicable Benefit Amounts) up to a total of \$1,300,000.

For example, if four **cardholders**, two **spouses** and two **dependent children** suffered **accidental death** in the same train crash, we would calculate the payable Benefit Amounts as follows:

4 **cardholders**: 4 x \$250,000 = \$1,000,000

2 **spouses**: 2 x \$250,000 = \$500,000

2 **dependent children**: 2 x \$500,000

Total benefit amount = \$2,000,000

We would then take the aggregate limit of liability (\$1,300,000) and divide it by the total benefit amount (\$2,000,000) to work out the percentage (65%) of each proportionate benefit amount.

What we will not pay

This Group Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- Intentional self-injury or suicide or any attempt at suicide;
- Hijack, war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Any act of terrorism;
- Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion;
- Consequential loss or damage, including punitive damages;
- An illegal or criminal act, or any other act deliberately intended to cause harm or injury, by:
 - The **cardholder**;
 - A person acting on the **cardholder's** behalf;
 - The **cardholder's spouse or dependant child(ren)**; or
 - The **cardholder's** designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

Sanctions limitation and exclusion clause

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, or any local autonomous sanctions.

Claims

This section describes what you must do at the time loss or damage occurs which is likely to give rise to a claim or when you make a claim, as well as the conditions that apply when you make a claim.

Contacting us

Please do not contact Bank of Queensland in the event of a claim as they are not involved with processing insurance claims.

What you must do

In the event of an **accident** that is likely to result in a claim, the **cardholder** (or their legal representative in the case of **accidental death**) must contact QBE within 30 days of learning of an **accident** likely to result in a claim under this policy. QBE will provide a claim form which should be completed and returned within 30 days of receipt.

The **cardholder** (or their legal representative in the case of **accidental death**) must also provide QBE with copies of all relevant documents and/or evidence necessary to assess the claim. The documentation and/or evidence should be in such a form and of such a nature as QBE may reasonably prescribe. In the event of any claim being based on the **accidental death** of a **cardholder**, their **spouse** and/or **dependent child**, QBE may require that a post-mortem examination be conducted (at QBE's expense).

Payment of benefits

If a benefit is payable for **accidental death** of the **cardholder**, the benefit amount will be paid to the **cardholder's** estate or legal representative. All other benefits payable under this Policy will be paid to the **cardholder**.

Fraudulent claims

When making a claim, **cardholders** have a responsibility to act in an honest and truthful manner. If any claim is fraudulent in any way or if a **cardholder** or anyone acting on their behalf uses fraudulent means to make a claim under this Policy, then no payment will be made in regard to the claim.

Also, if QBE considers that there is sufficient evidence of a **fraudulent** claim, we will inform Bank of Queensland and the cardholder may no longer be eligible for this insurance or to be a holder of a **Bank of Queensland Business Card**.

UNAUTHORISED TRANSACTIONS INSURANCE TERMS AND CONDITIONS FOR BANK OF QUEENSLAND BUSINESS VISA DEBIT CARDHOLDERS

About this booklet

This booklet is a product disclosure statement (PDS) required by the Corporations Act 2001 (Cth) and contains information designed to help insured persons understand the insurance provided. Effective Date:

This booklet has two (2) parts:

1. Important information about the insurance, which sets out information to help you understand the Group Policy, and
2. The Policy Wording, which sets out terms and conditions of the cover provided.

Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances.

If you require further assistance or information about this product, please contact your financial services provider.

Part 1: Important information about the insurance

The information provided in this section includes high level information about the Policy including our dispute resolution process, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the Policy.

QBE – The Issuer of this insurance cover

Bank of Queensland Limited ABN 32 009 656 740 (BOQ) of 100 Skyring Terrace, Newstead QLD 4006 ('BOQ') 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 this cover.

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

These covers are available under a Master Policy issued by QBE to BOQ.

Neither BOQ nor any of its related companies are Authorised Representatives of QBE or any of its related companies.

About your right to access cover

This is a group policy which BOQ has entered into with us for the period of insurance.

Access to each cover is provided to persons who meet the eligibility criteria specified (referred to as insured persons or you). The access to the benefit of cover under the Group Policy is provided to you solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth).

You have no right to cancel or vary the Group Policy – only BOQ (as the contracting insured) and we can do this. If we do cancel or vary the Group Policy, we do not need to obtain your consent to do so.

We also do not provide you with any notices in relation to this insurance as you are not a contracting insured. We only send notices to BOQ which is the only entity we have contractual obligations to under each section.

You are not obliged to accept any of the benefits of this Group Policy but if you wish to make a claim under any section, you will be bound by the terms, conditions, limitations and exclusions set out in the Group Policy

Neither we nor BOQ hold the cover(s), or the benefits provided under the Group Policy, on trust or for your benefit or on your behalf.

BOQ does not:

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

If you are seeking to access the benefit of the Group Policy, you should consider obtaining 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 have access to the Group Policy, and its currency, please contact BOQ.

How can this insurance cover be terminated or changed?

BOQ may terminate or change the cover at any time. BOQ will give the accountholder written notice of the change or termination.

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

Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us.

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're committed to safeguarding your privacy and the confidentiality of your personal information. We collect personal information you've given us, our agents, other companies in the QBE group or suppliers acting on our behalf.

Using your personal information

We use your personal information to 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.

More information

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.

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.

To obtain a copy

Our Privacy Policy is available online at qbe.com.au/privacy.

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 (CCU) 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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions – but you’re not. You can contact AFCA directly and they’ll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn’t fall within the AFCA Rules, 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’s CCU, AFCA 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, to make a complaint.
 - Privacy@qbe.com, to contact us about privacy or your personal information.
 - Customercare@qbe.com, to give feedback or pay a compliment.
- Post** Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

- Phone** 1800 931 678 (free call)
- Email** info@afca.org.au
- Online** www.afca.org.au
- Post** Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

- Phone** 1300 363 992
- Calls from mobiles, public telephones or hotel rooms may attract additional charges.
- Email** enquiries@oaic.gov.au
- Online** www.oaic.gov.au

**Part 2:
Policy
wording**

Words with special meanings

The words and terms used throughout this Policy have the special meanings set out below.

Word or term	Special meaning
accident	a person, company, entity or firm who holds a Bank of Queensland Business Card account facility with Bank of Queensland and in whose name the Bank of Queensland Business Card account facility was opened. The accountholder is the entity that has contractual obligations with BOQ under the account and requests the issue of a Bank of Queensland Business Card to cardholders
act of terrorism	any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which: <ul style="list-style-type: none"> • Involves violence against one or more persons, or • Involves damage to property, or • Endangers life other than that of the person committing the action, or • Creates a risk to health or safety of the public or a section of the public, or • Is designed to interfere with or to disrupt an electronic system.
Bank of Queensland Business Card	a current and valid Bank of Queensland Business Visa Debit Card
cardholder	a permanent resident of Australia, to whom BOQ, at the request of the accountholder , has issued a Bank of Queensland Business Card
unauthorised transaction(s)	any transaction by a cardholder using their Bank of Queensland Business Card , which: <ul style="list-style-type: none"> • Has been processed to the Bank of Queensland Business Card account of the accountholder, and • Which the cardholder did not have the authority to transact, and • Was not approved or endorsed in any way by the accountholder.
'you' or 'your'	any accountholder

Terms and Conditions

Cover

This **Bank of Queensland Business Card** Unauthorised Transaction Insurance Policy (Policy) provides cover for **acountholders** against **unauthorised transaction(s)** made by their **cardholders** while the Policy is in force.

What we will pay

The most we will pay for all **your** claims under this insurance in any twelve-month period is limited to \$20,000 per individual **cardholder**, up to a maximum of \$150,000 in total for all **unauthorised transactions** by all **cardholders**.

Conditions

You must take all reasonable care to ensure **your cardholders** understand and follow **your** instructions for using their **Bank of Queensland Business Cards**, and comply with any authority you have given them as a **cardholder**. The reasonable care **you** must take includes (but is not limited to):

- Providing clear written instruction to **your cardholders** of the limits of their authority to use their **Bank of Queensland Business Card**;
- Immediately directing Bank of Queensland (by telephone or facsimile or any other electronic communication, which may be approved by Bank of Queensland) to cancel the **cardholder's Bank of Queensland Business Card** when:
 - **You** no longer approve of the **cardholder** using their **Bank of Queensland Business Card**; or
 - The **cardholder** resigns or their employment is terminated; or
 - **You** realise (or, in the same circumstances, a reasonable person would have realised) that an **unauthorised transaction** was incurred or is likely to be incurred by the **cardholder**.

You must also make all reasonable efforts to immediately recover the **Bank of Queensland Business Card** from the **cardholder**, cut it up and mail it to Bank of Queensland at the address appearing on the statement for the **Bank of Queensland Business Card** account.

If **you** are unable to obtain the **cardholder's Bank of Queensland Business Card**, **you** must immediately provide written notice to the **cardholder** that they are no longer authorised to use the **Bank of Queensland Business Card** and must return it to you.

When **you** become aware of an **unauthorised transaction you** must report the matter to the police and press charges against the **cardholder** who performed the **unauthorised transaction(s)**.

What we will not pay

This Policy does not cover any loss caused by or arising from:

- Any act of terrorism, or
- Any consequential liability or indirect losses or of any kind arising from an unauthorised transaction; or
- Any unauthorised transaction(s) which occur after the accountholder became aware of, or a reasonable person in the circumstances should have been aware of, (e.g. receipt of a statement showing unauthorised transactions), any previous unauthorised transactions which were not immediately reported to Bank of Queensland; or

- Any unauthorised transactions incurred by:
 - Any family member, director, partner, principal or owner of the accountholder; or
 - Any family member of any director, partner, principal or owner of the accountholder; or accountholder(s); or
 - A cardholder using the Bank of Queensland Business Card of another cardholder.

Sanctions limitation and exclusion clause

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, or any local autonomous sanctions.

Claims

This section describes what you must do at the time loss or damage occurs which is likely to give rise to a claim or when you make a claim, as well as the conditions that apply when you make a claim

When **you** become aware of any incident likely to result in a claim, the you must immediately:

- Report the matter to the police and press charges against the cardholder who performed the **unauthorised transaction**; and
- Contact Bank of Queensland (by telephone if possible) to cancel the **cardholder's Bank of Queensland Business Card**; and
- Write to the **cardholder** advising them that the matter will be reported to the police and requesting the card be returned if it has not already been returned; 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; and
- Contact QBE as soon as possible on 1800 285 189 (or such other number as advised by QBE from time to time) during NSW business hours, to notify QBE of the claim and request a claim form; and
- Within 30 days of receipt of the claim form, send QBE:
 - The completed claim form; and
 - A copy of the letter sent to the **cardholder**, and
 - A copy of the police report (or the police report number); and
 - A copy of the relevant **Bank of Queensland Business Card** account statement(s) detailing the **unauthorised transaction(s)**.

Failure to report the potential claim to QBE or to complete and return the claim form within the time stated above might result in denial of the claim.

The payment to be paid within the terms of this insurance will be made to the **accountholder** under covering letter (copied to Bank of Queensland) detailing the **unauthorised transactions** for which payment is made.

Accountholders must assist QBE

When making a claim, **accountholders** must advise us of any details of any other insurance under which the **accountholder** is entitled to claim.

We may at any time, at our expense and in the **accountholder's** name, use all legal means available to the **accountholder** of securing reimbursement for loss or damage arising under the Policy. In the event we do so, the **accountholder** agrees to give all reasonable assistance for that purpose.

Payment of claims

Subject to a valid claim being verified by us, we will make payment of any **unauthorised transaction** amounts within 30 days of our receipt of the completed claim form and supporting documentation.

If a claim is payable, the payment will be made to the **accountholder** under covering letter (copied to Bank of Queensland) detailing the **unauthorised transactions** for which payment is made.

If we determine that we are not liable under the terms of this Policy, we will inform **you** in writing of our decision and the reasons for our decision.

Fraudulent claims

When making a claim, **accountholders** have a responsibility to act in an honest and truthful manner. If any claim is fraudulent in any way or if an **accountholder** or anyone acting on their behalf uses fraudulent means to make a claim under this policy, then no payment will be made in regard to the claim.

Also, if QBE considers that there is sufficient evidence of a fraudulent claim, we will inform Bank of Queensland and the **accountholder** may no longer be eligible for this insurance or the **Bank of Queensland Business Card** account facility.