

## **Effective Apr 16 2021**

These terms and conditions set out the terms and conditions for your Mastercard® Compensation Card ("Card"). It's important you read this document carefully.

The Card is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 ("Issuer"). The Issuer can be contacted at PO Box 190, Toowoomba, QLD 4350, and phone 13 14 22. Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044 AFSL 386 837 is the card program manager of the Card and is responsible for providing various cardholder services. Flight Disruptions Pty Ltd ABN 36 612 894 176 facilitates the management of the Card with the relevant airline. In these terms and conditions any reference to 'we' or 'us' is a reference to the Issuer; 'you' are the user of the Card.

Card balance, transaction history and important notices about your Card are available at <https://flightdisruptions.com/cashless-payment-cards/>.

### **The Card is subject to expiry and you will not be able to access any remaining Card balance after the expiry date.**

1. By signing the back of the card, or using the Card, you agree to be bound by these terms and conditions. The Card must be signed. You must give these terms and conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you. The Card may only be used by the person who has signed it. We may transfer this contract to someone else.
2. The Card can be loaded with a balance between AUD \$0.01 and AUD \$999 by the relevant airline. No further reloads are permitted. The maximum amount for point of sale purchases or ATM withdrawals is up to the value of the Card per 24 hour period.
3. The Card is subject to expiry. The Card is issued to you to cover short term expenses as reimbursement for loss suffered by you as a result of service disruptions at the time of travel. It has a short-term expiry of 3 months from the activation date, that is, the date in which the relevant airline has loaded and activated the Card. You did not contribute the funds on the Card and have no claim to any that have not been used when the Card expires. On expiry of the Card, you will not be able to access any funds that remain on the Card and those funds will be forfeited by us to Flight Disruptions Pty Ltd for the purposes of protecting the Issuer's legitimate interests relating to the Flight Disruptions program.

The Card is a Mastercard Prepaid card that can be used for purchasing goods and services where Mastercard Prepaid cards are accepted for electronic transactions. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. Some merchants may choose not to accept Mastercard Prepaid cards. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the

form of a credit to the Card, cash refund or in-store credit. The Card is not a gift card and you do not load your own funds onto the Card. The Card is issued to you for the limited purposes of the Flight Disruptions program (that is, as a form of temporary compensation for a disruption to your flight). This means that, if the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction was made using the Card), then you will have no access to those funds and will have no right to the funds under any unclaimed moneys claims process.

4. The Card can be used at ATMs but cannot be used for making direct debit, recurring or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept Mastercard Prepaid cards). We are not liable in any way when authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

5. When using the Card with some merchants (such as hotels, taxis, rental cars and cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the authorisation or approval obtained on the Card can be for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the available balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the available balance after the authorisation or approval clears.

6. You may use the Card as often as you like until the available balance is spent or the Card has expired. The available balance cannot be exceeded. Where a purchase exceeds the available balance, you will need to pay the excess using another payment method, if the merchant agrees. The Card can be used on more than one occasion but cannot be used to make transactions that exceed the available balance.

7. The Card is not reloadable and is valid for a period of 3 months from the activation date, that is, the date in which the relevant airline has loaded and activated the Card ("the Available Period"). The expiration date can be found at <https://flightdisruptions.com/cashless-payment-cards/> and the funds cannot be used after the Available Period. Any remaining balance after the Available Period will be forfeited. We will not give you any notice before this happens.

#### **8. Card Fees**

The following fees apply to your Card:

**Balance and transaction history – online**

FREE

**ATM withdrawal fee**

Free for the first withdrawal and the following for each subsequent withdrawal:

AUD – 3.00  
GBP – 2.00  
JPY – 260  
HKD – 18.00  
EUR – 2.50  
CAD – 3.50  
NZD – 3.50  
USD – 2.50  
SGD – 3.50  
THB – 80.00  
AED – 10.00

**Foreign currency conversion fee**

3.5% of the transaction value applies when you make a transaction on your Card in a currency other than AUD or you make a transaction on your Card in any currency (including AUD) that is processed by a Card scheme or billed by the merchant outside of Australia.

9. Subject to any applicable law, we may deduct from the Card Value any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions deducted from the Card Value, whether or not you are primarily liable for such duties, taxes, rates or charges.

10. When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and the Foreign Currency Conversion Fee (set out in the above table) will be applied to the amount of the transaction. The applicable exchange rate used is either:

- a. A wholesale market rate selected by Mastercard from a range of wholesale rates one day before the transaction is processed by Mastercard; or
- b. The government-mandated rate in effect for the applicable processing date.

11. The Card is like cash. We have no obligation to replace or refund value for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide). A request to replace a damaged Card may be made to the relevant airline that issued you the Card. It will be at the discretion of the relevant airline whether a replacement card is issued. If a replacement Card is issued, the replacement Card will be loaded with an amount as determined by the relevant airline.

12. You are liable for all transactions on the Card, except where there has been fraud or negligence by us. Lost or stolen Cards will not be replaced so keep your Card secure at all times.

13. The personal identification number (“PIN”) is found on a secure tab on the Card carrier. You will be responsible for ensuring you keep the Card, the PIN (and any related security information) safe and secure. The Card will be disabled if an incorrect PIN is entered three (3) times.

14. To protect your Card, you should:

- a. Sign it as soon as you receive it;
- b. Carry it with you whenever you can and not leave it unattended;
- c. Regularly check that you still have your Card and check your transaction history online;
- d. Not allow anyone else to use a Card that you have signed;
- e. Do not disclose the PIN (or any related security information) to any third party including the police and/or Mastercard Prepaid;
- f. Comply with any reasonable instructions issued to you in respect of keeping the Card and the PIN safe and secure; and
- g. Do not interfere with any magnetic stripe or integrated circuit on the Card.

15. You are responsible for checking your transaction history online and knowing your available balance. You can check your balance and transaction history free of charge at <https://flightdisruptions.com/cashless-payment-cards/>.

16. If you have a complaint, please approach the service counter of the relevant airline in which you received the Card in the first instance.

17. If the relevant airline is not able to resolve your complaint, please call 1300 777 380 or email [customer.support@flightdisruptions.com](mailto:customer.support@flightdisruptions.com). If possible to do so, your complaint will be resolved within 21 days. There is an internal dispute resolution procedure for handling complaints which complies with the ePayments Code for complaints about electronic payment facilities.

18. If your complaint cannot be resolved within 45 days, you may be able to pursue it with the Issuer. The Issuer has an internal dispute resolution procedure, complies with the ePayments Code and Customer Owned Banking Code of Practice, and belongs to an external dispute resolution scheme, the Australian Financial Complaints Authority. The period of 45 days may be extended in exceptional circumstances or if the Issuer decides to resolve the complaint under the rules of the Mastercard scheme.

To contact the Issuer, Heritage Bank Limited, about your complaint:

Phone: Australia: 13 14 22 Overseas: +61 7 4690 9000

Website: [www.heritage.com.au](http://www.heritage.com.au)

Email: [info@heritage.com.au](mailto:info@heritage.com.au)

Mail: Heritage Bank Limited, PO Box 190, Toowoomba QLD 4350

19. We may restrict or stop the use of the Card if suspicious activities, or potentially illegal transactions, are noticed. We may also restrict or stop your use of the Card for security reasons.

20. We reserve the right to change these terms and conditions at any time. Except where we are required by a law or a Code to do so, you will not receive advance personal notice of such changes. Changes will be notified via <https://flightdisruptions.com/cashless-payment-cards/> or by using another method that the law or relevant Code allows or requires us to use. The current version of these terms and conditions will be available at <https://flightdisruptions.com/cashless-payment-cards/>.

21. If we fail to exercise or delay in exercising any of our rights under these terms and conditions, that failure or delay does not constitute a waiver of our rights.

22. These terms and conditions are governed by the law of New South Wales.

23. Mastercard Prepaid Management Services Australia Pty Ltd arranges for the issue of the Card in conjunction with the Issuer pursuant to a license by Mastercard Asia/Pacific Pte Ltd. You should consider these terms and conditions before deciding to acquire the product. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you.

24. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.