Information for customers

# BasicsCard Terms and Conditions

## 1. Introduction

### 1.1 About these terms and conditions

These are the terms and conditions of use of your BasicsCard.

By accepting and using your BasicsCard, you agree with the Commonwealth of Australia as represented by the Services Australia (we, us, our) that you’ll comply with these terms and conditions.

It’s important that you read all of these terms and conditions. The terms and conditions have information about your responsibilities and liabilities in relation to your BasicsCard.

You may request an updated copy of these terms and conditions at any time by contacting us. To see the latest version of these terms and conditions go to [servicesaustralia.gov.au/basicscard](http://servicesaustralia.gov.au/basicscard)

### 1.2 Changes to these terms and conditions

We may change these terms and conditions at any time without your consent. We will provide advance notice of changes to these terms and conditions before the changes take effect.

We will provide at least 20 days’ advance written notice for changes to these terms and conditions:

(a) imposing or increasing fees or charges for issuing or replacing a device or pass code

(b) imposing or increasing fees or charges for performing transactions

(c) increasing your liability for losses relating to transactions

(d) imposing, removing or changing a maximum daily or other periodic limit on:

 (i) transactions

 (ii) a facility

 (iii) electronic equipment (for example, limits on the number or value of withdrawals).

We publish changes to the terms and conditions on our website. Go to [servicesaustralia.gov.au/basicscard](http://servicesaustralia.gov.au/basicscard)

### 1.3 Definitions

In these terms and conditions:

Approved Merchant means a provider of goods or services we have approved to accept a BasicsCard as payment. See paragraph 3.6.

BasicsCard Kiosk means a device made available by the agency in selected locations. The BasicsCard Kiosk enables BasicsCard holders to get their BasicsCard balance on screen. You can do this by swiping your BasicsCard and entering your PIN.

Card Balance means the amount recorded as available for you to spend using your BasicsCard. We can increase or decrease the amount as set out in these terms and conditions.

Income Management Account means our record of your income managed funds. It isn’t a bank account.

Minister means a Minister of the Commonwealth with responsibility for the Social Services portfolio.

PIN means the personal identification number for use with your BasicsCard.

### 1.4 EFT Code of Conduct

We ensure we comply with the applicable requirements of the ePayments Code, as amended from time to time. To get more information go to asic.gov.au

## 2. About your BasicsCard

### 2.1 What is the BasicsCard?

We provide you with a BasicsCard 1 so you can buy priority goods and services. Examples of these are food, clothing, medicine and household goods from Approved Merchants.

Your BasicsCard isn’t a credit card or bank account. It allows you to spend money that we’ve paid onto your BasicsCard from fund available in your Income Management Account.

Your BasicsCard remains the property of ours at all times, and isn’t transferable to another person. You can’t have more than one active BasicsCard.

### 2.2 How are your income managed funds paid onto your BasicsCard?

After activating your BasicsCard, we will put money on your BasicsCard from time to time. We transfer this out of available funds in your Income Management Account. Your Card Balance increases when funds are transferred onto your BasicsCard.

We’ll increase your Card Balance when you ask. But you must have enough available funds in your Income Management Account. Contact us to ask for an increase in your BasicsCard balance. If you are registered, use self service. Go to [servicesaustralia.gov.au/onlineservices](http://servicesaustralia.gov.au/onlineservices)

### 2.3 Can money be put back into your Income Management Account?

These terms and conditions specify when we’ll pay some or all of your Card Balance into your Income Management Account. You irrevocably authorise the agency to do this without prior notice to you and without your consent. Your Card Balance decreases when we transfer funds back to your Income Management Account.

### 2.4 What is your PIN?

Your PIN is the 4-digit number that you must enter at a merchant terminal when using your BasicsCard.

You must choose a PIN when you first get your BasicsCard. You also can change your PIN by contacting us.

You can only use your BasicsCard with a PIN.

To choose or change your PIN, you should use a number that will be difficult for someone else to guess. Take reasonable steps to protect your PIN. You must stop other people from seeing the record and working out your PIN.

1 We issue your BasicsCard and has arranged access to the EFTPOS system with a private contractor.

Important information about keeping your PIN secure is set out in paragraph 6.2 below.

If you forget your PIN, you should contact us.

### 2.5 Does interest get paid on your Card Balance?

No interest is paid on your Card Balance.

### 2.6 What fees and charges are there?

We don’t impose any fees or charges for your BasicsCard or your Card Balance. Approved Merchants can charge a fee for using the BasicsCard if the fee matches the fee charged on all EFTPOS transactions. Please contact us if any Approved Merchants are charging you additional fees for paying with a BasicsCard.

## 3. Using your BasicsCard

### 3.1 When can you start to use your BasicsCard?

You can use your BasicsCard once we’ve issued it to you and paid money onto it. The money comes out of available funds in your Income Management Account.

### 3.2 How much can be put onto your BasicsCard?

Generally, your Card Balance won’t exceed $3,000. We may pay an excess amount of Card Balance back into your Income Management Account. This happens if your Card Balance exceeds the amount set by us. We’ll reduce your Card Balance so there is no excess.

You can nominate a maximum card balance:

* by contacting us
* between $100 and $3,000

This is a voluntary option and you can change your mind at any time.

We may at our sole discretion, set your individual maximum card balance. The maximum balance is between $100 and $3,000 based on advice from either:

* a specialist officer such as a social worker
* a state child protection case worker.

We’ll notify you if it applies to you.

### 3.3 How much can you spend? What is your daily spend limit?

You can only use your BasicsCard to spend:

(a) up to the Card Balance at the time. This means your BasicsCard cannot go into a negative Balance

(b) up to the daily spend limit.

The default daily spend limit is $1,500.

You can nominate a daily spend limit:

* by contacting us
* between $20 and $1,500

This is a voluntary option and you can change your mind at any time.

We may at our sole discretion, set your individual maximum card balance. The maximum balance is between $20 and $1,500 based on advice from either:

* a specialist officer such as a social worker
* a state child protection case worker.

We’ll notify you if it applies to you.

You acknowledge that you cannot spend more than your daily spent limit in a 24 hour period. A 24 hour period means from midnight to midnight.

### 3.4 Card Balance on EFTPOS Receipt

You can choose to have your remaining Card Balance printed on your EFTPOS receipt when you shop at participating stores. Not all stores offer the Card Balance on receipt service.

To have your Card Balance printed on your EFTPOS receipt you need to contact us to register to use this service. If you are registered for self service you can set this service up yourself online.

You can opt in or opt out of this service at any time. You can do this by contacting us or by using self-service.

Ask the business, where you want to use your BasicsCard, if they offer the BasicsCard balance on receipt service.

### 3.5 How to find out the Card Balance and daily spend limit

Contact us at any time to find out your Card Balance and remaining daily spend limit.

If you think that the Card Balance amount isn’t correct, you should contact us as soon as possible.

You can find out your Card Balance by:

* calling the BasicsCard Balance Enquiry Line on Freecall™ 1800 057 111
* visiting an ANZ, Commonwealth Bank, NAB or Westpac ATM
* using the online BasicsCard balance enquiry service including a mobile friendly webpage. Go to [servicesaustralia.gov.au/basicscard](http://servicesaustralia.gov.au/basicscard)
* using self service including the transfer funds option. Go to servicesaustralia/onlineservices
* calling the Income Management Line on Freecall™ 1800 132 594
* using a BasicsCard Kiosk available in selected locations
* visiting one of our service centres, Agents or Access Points during normal office hours.

Calls from your home phone to ‘13’ numbers from anywhere in Australia are charged at a fixed rate. That rate may vary from the price of a local call and may vary between telephone service providers. Calls to ‘1800’ numbers from your home phone are free. Calls from public and mobile phones may be timed and charged at a higher rate.

### 3.6 Using your BasicsCard

You can only use your BasicsCard at Approved Merchants.

Approved Merchants normally display the BasicsCard sticker at their premises and at cash registers where you can use the BasicsCard. Go to [servicesaustralia.gov.au/basicscard](http://servicesaustralia.gov.au/basicscard) or contact us for a list of BasicsCard merchants.

You may be required to spend a minimum of $5 at an Approved Merchant if you are using your BasicsCard.

You may use your BasicsCard to make a ‘lay-by’ payment. This is where you agree:

* you’ll pay the price over time
* can’t have the goods until the price is fully paid.

The Approved Merchant must provide you with:

(a) a document setting out the Approved Merchant’s terms and conditions of the lay-by service, and

(b) a detailed lay-by docket for the particular lay-by purchase stating:

 (i) the deposit amount

 (ii) the duration of the lay-by period

 (iii) the frequency and minimum amount of payments required

(iv) the Approved Merchant’s lay-by cancellation policy (including refunds of deposits or any payments made).

### 3.7 You cannot use your BasicsCard for some things

You may not be able to use your BasicsCard to buy all goods or services offered at an Approved Merchant. For example, some petrol stations will only sell petroleum or fuel products, or automotive goods and services for a BasicsCard transaction.

You cannot use your BasicsCard to purchase the following excluded goods or excluded services:

|  |  |
| --- | --- |
| Excluded goods | Excluded services |
| × alcoholic beverages× tobacco and tobacco products× pornographic material× gambling products× home-brew kits\*× home-brew concentrate\*\*, and× other goods specified in a legislative instrument made by the Minister | × gambling, and× other services specified in a legislative instrument made by the Minister. |

\* Home-brew kit means a kit that includes all the following:

(a) a fermenter (a container that could be used for the purpose of fermentation)

(b) an airlock

(c) a thermometer.

\*\* Home-brew concentrate means:

(a) A substance that includes malt and hops, ordinarily used for brewing beer

(b) wort

(c) grape concentrate ordinarily used for making wine.

You cannot use your BasicsCard:

(a) at an ATM

(b) for ‘cash out’ transactions

(c) to buy gift or store cards or vouchers

(d) for instalment payments on goods and services

(e) for lay-by payments if the lay-by doesn’t comply with the requirements set out in paragraph 3.7

(f) to repay any debts or credit (including to repay any amount owing as part of a ‘book-up’ arrangement)

(g) for any unlawful purpose, including the purchase of goods or services prohibited by law

(h) as security or collateral for any obligation (financial or otherwise) owed by you or any other person (such as where someone provides you with goods or services on credit and holds your BasicsCard and PIN until the purchase price is paid), including as part of a ‘book-up’ arrangement

(i) at merchants that aren’t Approved Merchants

(j) where you aren’t present at the Approved Merchant with your BasicsCard – for example, internet, mail order or telephone-based purchases, direct debit transactions, BPAY transactions and similar transactions

(k) for transferring any funds

(l) where a signature is required to use the BasicsCard.

### 3.8 What happens when you buy goods or services?

Each time you use your BasicsCard to buy goods or services, the electronic payment system will check that:

(a) your BasicsCard is active

(b) the correct PIN has been entered on the terminal

(c) there is enough Card Balance to pay for the goods or services

(d) your daily spend limit won’t be exceeded. See paragraph 3.3 above.

If the transaction is approved, your Card Balance will be reduced by the amount you spent.

You’ll get a receipt from the merchant that records the information about your transaction. You should keep these receipts in case you need to request a refund or check your transactions later.

### 3.9 What if a signature is required or the payment system is down?

You should never use your BasicsCard if any of the following happens:

* a signature is required for the transaction
* you are aware that the electronic payment system is not working
* it fails to process a transaction using your BasicsCard.

### 3.10 What happens with refunds?

Any refund for a sales transaction completed using a BasicsCard must be refunded to your BasicsCard. This means the refund amount will be added back to your Card Balance. Approved Merchants cannot pay refunds as cash.

## 4. BasicsCard statements

A statement of transactions on your BasicsCard is available to you every three months. You can also ask us for statements.

If you are registered for our online services you can also view a summary of your BasicsCard transactions online.

You should check each statement for errors or unauthorised transactions. If you think there was an error or unauthorised transaction, you should contact us as soon as possible.

## 5. Card expiry, cancellation and suspension

### 5.1 When does your BasicsCard expire? How do you get a new one?

Your BasicsCard will expire on the last day of the month specified in the expiry date. For example, an expiry date of 06/24 means your BasicsCard will expire on 30 June 2024. You can’t use an expired BasicsCard.

On expiry, you should contact us for a new BasicsCard. You can also talk to us about other ways to access your income managed funds.

We’ll pay all of your Card Balance back to your Income Management Account if:

* your BasicsCard expires
* you do not get a new BasicsCard.

If this happens, your Card Balance then will be $0.

### 5.2 How do you cancel your BasicsCard?

You can cancel your BasicsCard by contacting us.

If you cancel your BasicsCard, we’ll pay all of your Card Balance back to your Income Management Account. If this happens, your Card Balance then will be $0.

### 5.3 Can WE cancel your BasicsCard?

We may, at our discretion, at any time without prior notice to you, cancel your BasicsCard. We’ll notify you as soon as possible after cancelling your BasicsCard.

If we cancel your BasicsCard, we’ll pay all of your Card Balance back to your Income Management Account. If this happens, your Card Balance then will be $0.

### 5.4 Can WE suspend or block use of your BasicsCard?

We may, at our discretion, at any time and without prior notice to you, suspend or block use of your BasicsCard. We’ll notify you as soon as possible after suspending or blocking use of your BasicsCard.

If we suspend or block your BasicsCard, you cannot use your BasicsCard while the suspension or block is in place.

If your BasicsCard doesn’t work, you should contact us as soon as possible.

## 6. Your responsibilities and liabilities

### 6.1 Your responsibilities

You agree to the following:

(a) not to use your BasicsCard in breach of these terms and conditions

(b) to keep your BasicsCard in a safe place, and protect it from being lost or stolen

(c) to take reasonable care when using any terminals

(d) make sure you don’t reveal your PIN to any other person or that your PIN security isn’t breached

(e) tell us as soon as possible if you think your BasicsCard has been misused, damaged, lost, or stolen. See paragraph 8.

(f) to destroy your BasicsCard upon:

 (i) expiry of your BasicsCard

 (ii) notice from us cancelling your BasicsCard

 (iii) getting a new BasicsCard.

### 6.2 Your responsibilities with respect to security

You must keep your BasicsCard and PIN secure. You shouldn’t let anyone else use your BasicsCard. You must take reasonable steps to protect your BasicsCard from loss, theft or misuse.

This means that you must not do the following:

(a) sell, barter or give away your BasicsCard – your BasicsCard isn’t transferable

(b) leave your BasicsCard at a merchant, for convenience or any other reason

(c) tell your PIN to anyone, including a family member or friend

(d) record your PIN on your BasicsCard or on anything carried with your BasicsCard which could get lost or stolen

(e) be careless in the way you use your PIN which may reveal your PIN to other people

(f) select a PIN that would be easy for someone to guess

(g) let anyone else use your BasicsCard.

### 6.3 Your responsibility for unauthorised transactions

An ‘unauthorised transaction’ is a transaction with your BasicsCard that you didn’t authorise. It doesn’t include a transaction carried out by you or with your knowledge and consent.

Where we can prove you made an unauthorised transaction with your BasicsCard, you’re responsible for the amount used in the transaction.

You may be considered to have contributed to an unauthorised transaction if you:

(a) engaged in fraud

(b) did anything prohibited under paragraph 6.2

(c) acted with extreme carelessness in failing to protect your PIN or your PIN has become known to someone else

(d) unreasonably delayed notifying us of the misuse, loss or theft of your BasicsCard.

This means you’re responsible for an unauthorised transaction using your BasicsCard. Even if you didn’t conduct or authorise the transaction.

Where you contributed to an unauthorised transaction, you won’t be responsible for:

(e) unauthorised transactions after you notify us that your BasicsCard has been misused, lost or stolen

(f) unauthorised transactions in excess of your Card Balance

(g) unauthorised transactions on any single day to the extent that they exceed your daily spend limit. See paragraph 3.3.

### 6.4 What if it is not clear whether you contributed to an unauthorised transaction?

If it isn’t clear if you allowed an unauthorised transaction with your BasicsCard and the right PIN, you are responsible for at least the following:

(a) $150

(b) the amount of your Card Balance

(c) the actual amount of Card Balance used when you told us that your BasicsCard has been misused, lost or stolen.

## 7. Our responsibilities

### 7.1 When will WE arrange for used Card BALANCES to be credited back to your BasicsCard?

Where it’s clear you didn’t contribute to an unauthorised transaction, we’ll credit any used amount back to your BasicsCard.

We’ll also arrange to credit any used Card Balance back to your BasicsCard. We’ll only do this if we’re satisfied, acting reasonably and following an investigation, that your BasicsCard has been used because of:

(a) fraudulent or negligent conduct of:

* our employees or agents
* companies involved in networking arrangements
* merchants who are linked to the electronic payment system or their employees or agents

(b) a failed or defective BasicsCard transaction due to your BasicsCard or the merchant terminal being faulty or malfunctioning

(c) transactions that occurred before you get your BasicsCard and PIN

(d) the same transaction being incorrectly attributed more than once to your BasicsCard

(e) unauthorised transactions occurring after we’re told that your BasicsCard has been misused, lost, stolen, cancelled or the security of your PIN is breached.

### 7.2 Lost or stolen cards – unsuccessful notification to US

We’ll arrange to credit any used Card Balance amount back to your BasicsCard where we’re satisfied, acting reasonably, that the balance was used where:

(a) your BasicsCard has been lost or stolen

(b) you tried to notify us by telephone on Freecall™ 1800 132 594 but you were unsuccessful due to a failure of our system. See paragraph 8

(c) the amount used was for an unauthorised transaction completed using your BasicsCard after the time you attempted to tell us

(d) you told us, within a reasonable time, your BasicsCard was lost or stolen either:

* in person at one of its Service Centres
* where the Freecall™ 1800 132 594 phone number again becomes available, by telephone.

### 7.3 We’re not liable for certain matters

We won’t be liable or responsible:

(a) if an Approved Merchant does not accept your BasicsCard

(b) for any goods or services obtained using your BasicsCard

(c) to the extent you are responsible for an unauthorised transaction. See paragraph 6 above.

## 8. Lost, stolen, misused or damaged BasicsCards

You must contact us immediately if you think your BasicsCard has been either:

* misused, damaged
* lost, stolen
* your PIN has become known by someone else including a friend or relative.

We’ll give you a receipt number proving your contact with us. You should keep the receipt number as evidence of the date and time of you contacted us.

Until you notify us that your BasicsCard has been lost or stolen, or that the security of your PIN has been compromised, you may be responsible for transactions using your BasicsCard and PIN.

Once we’ve been notified, we may arrange for your BasicsCard to be suspended or cancelled. In which case we’ll tell you about other ways to access your income managed funds.

## 9. Complaints

Any complaints about goods and services you have purchased with your BasicsCard should be resolved with the Approved Merchant.

If you have a complaint about the operation of your BasicsCard, you should contact us.

For a copy of our complaints process go to [servicesaustralia.gov.au/feedback](http://servicesaustralia.gov.au/feedback) or any of its Service Centres.

Normally, we’ll endeavour to complete its investigation of your complaint and inform you of the outcome within 21 days of getting your complaint. Unless there are exceptional circumstances, we’ll complete its investigation within 45 days of getting your complaint. Where an investigation continues beyond 45 days, we’ll explain the reasons for the delay, give you monthly updates on progress and provide a date when you can expect a decision.

If we haven’t resolved a complaint in your favour or if an investigation continues for more than 45 days, we’ll advise you of your right to complain to the Financial Ombudsman Service or the Commonwealth Ombudsman and provide you with appropriate contact information.

If you’re not satisfied about the way in which your complaint has been resolved by the us you may contact the Financial Ombudsman Service or the Commonwealth Ombudsman. Contact details are at the end of these terms and conditions.

## 10. Other important matters

### 10.1 Governing law

These terms and conditions are governed by the laws of the Australian Capital Territory.

### 10.2 Privacy

We have a legal obligation to comply with the Privacy Act 1988 (Cth) as well as the confidentiality provisions contained in the legislation that it administers.

We’ll collect, use and disclose personal information about you relating to the use of your BasicsCard. This will be for the purposes of managing the operation and use of your BasicsCard and your Income Management Account and giving effect to these terms and conditions of use.

### 10.3 Regulatory matters

You acknowledge that:

(a) transactions may be delayed, blocked or refused where there are reasonable grounds to believe that they breach Australian law or the law of any other country

(b) you may need to provide additional information in order to satisfy regulatory or compliance obligations relating to anti-money laundering or financing of terrorism

(c) information about the use of your BasicsCard may be disclosed to regulatory or law enforcement agencies.

## Complaints

If you have a complaint about your BasicsCard that isn’t resolved to your satisfaction, you can:

* telephone our Feedback and Complaints Line on Freecall™ 1800 132 468
* telephone the TTY Customer Relations service on Freecall™ 1800 000 567 (if you are deaf or have a hearing or speech impediment)
* write to the address below (no postage stamp required):
The Manager, Customer Relations
Reply Paid 7788
Canberra Business Centre
ACT 2610

If, having done this, your complaint still isn’t resolved to your satisfaction, you can contact either:

* Financial Ombudsman Service on 1300 780 808
* Commonwealth Ombudsman on 1300 362 072.

Both of these organisations offer a free service.

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| Further InformationHow to contact usIf you want to get additional information about your BasicsCard or Card Balance, go to [servicesaustralia.gov.au/basicscard](http://servicesaustralia.gov.au/basicscard), call us on Freecall™ 1800 132 594 (this number is printed on your BasicsCard) or call Freecall™ 1800 057 111 (balances only) or visit a one of our service centres. Important: calls from your home phone to ‘13’ numbers from anywhere in Australia are charged at a fixed rate. That rate may vary from the price of a local call and may also vary between telephone service providers. Calls to ‘1800’ numbers from your home phone are free. Calls from public and mobile phones may be timed and charged at a higher rate.Lost, stolen or damaged cardsIf your BasicsCard is lost or stolen, call us on Freecall™ 1800 132 594 as soon as possible. We’ll put a block on your BasicsCard so no one else can use it.You’ll then have to go to your nearest service centres to get a new BasicsCard and PIN number.If your BasicsCard is damaged or not working, call us on Freecall™ 1800 132 594. |

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