

Effective Date: 20 March 2013

# St.George 360 Cash Management Account

Terms and Conditions and  
General Information



This booklet sets out terms and conditions for the St.George 360 Cash Management Account, along with general information about our Banking Services.

This booklet does not contain all of the Terms and Conditions that apply to you. Further Terms and Conditions are set out in:

- The “St.George 360 Cash Management Account – Fees and Charges” Brochure; and
- Any Schedule we give you about the current interest rates that apply to your Account.

You may contact your Adviser directly for further information. Alternatively, you may contact us:

- by calling us on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday
- by writing to us at St.George Banking Support, 1 King Street, Concord West NSW 2138
- by faxing us at 02 9995 8020.

## Contents

### **Section A – Summary of Features and Benefits** **6**

Table 1 – Summary of the Features and Benefits of the St.George 360 Cash Management Account	6
---	---

### **Section B – Terms and conditions that apply to the Account and the Payment Services** **8**

1 Important words	8
2 About these terms and conditions	12
3 Changes to these terms and conditions	12
4 Your privacy	14
5 Security and permitted disclosure of an Internet Banking Password, a PIN, or Internet or Phone Banking Security Number	16
6 Problems, Complaints and Disputes	17
7 Agencies	19
8 Trade practices	19
9 Appropriate use of our services	19
10 GST	19
11 Taxation implications	19

### **Section C – Terms and Conditions that apply to your Account** **20**

12 Opening your Account	20
13 Interest	20
14 Fees and charges	20
15 Adjustment of debits and credits to your Account	21
16 Statement of Account	21
17 Commission	23
18 Deposits	23
19 Withdrawals	25
20 Overdrawings	25
21 Account Combination	26
22 Joint Accounts	26

23	Authority to Operate	27
24	Closing the Account	28
25	Passwords	29
<b>Section D – Terms and Conditions that Apply to all Payment Services</b>		<b>33</b>
26	Fees and Charges	33
27	Stopping a transaction on any Payment Service	33
28	Electronic Banking System malfunction	33
<b>Section E – Terms and Conditions that apply to Cheque Books</b>		<b>34</b>
29	Terms and conditions of a cheque book	34
<b>Section F – Terms and Conditions that apply to Cards</b>		<b>36</b>
30	Terms and conditions of our Cards	36
31	Foreign Currency Transactions	38
32	Security of your Card and PIN	39
33	Liability for unauthorised transactions	41
34	Using a Terminal	44
35	Withdrawal Limits	44
36	Deposits at our ATMs	45
<b>Section G – Terms and Conditions that apply to Internet and Phone Banking</b>		<b>45</b>
37	How to start using Internet and Phone Banking	45
38	Availability	49
39	Transaction processing and limits	49
40	Security of your Internet and Phone Banking Security Number and Internet Banking Password	51
<b>Section H – Terms and Conditions that apply to BPAY®</b>		<b>59</b>
41	Terms and conditions of BPAY	59
42	How to use the BPAY Scheme	60
43	Valid payment direction	60
44	Information you must give us	60

45	Payments	61
46	BPAY View®	62
47	Liability for mistaken payments, unauthorised transactions and fraud	64
48	BPAY View billing errors	66
49	Suspension	67
50	Cut-Off time	67
51	When a Biller cannot process your payment	67
52	Account records	67
53	Consequential damage	68
54	Privacy	68

**Section I - Terms and Conditions that apply to Periodical Payments, Direct Debits and Direct Credits** **69**

55	Terms and conditions of periodical payments and direct debits	69
56	Direct Credits/Salary Payments	71

**Section J - Terms and Conditions relating to the operation of the Account by your Adviser** **71**

57	Instructions we receive from your Adviser with Full Access	71
58	View Only Access	72
59	Liability for loss as a result of a share transaction not proceeding	72
60	Access to financial records	72
61	Relationship between us and your Adviser	72
62	Non-excludable rights	73

**Section K - General Descriptive Information** **73**

63	General descriptive information	73
----	---------------------------------	----

## Section A - Summary of Features and Benefits

**Table 1 - Summary of the Features and Benefits of the St.George 360 Cash Management Account**

Account Features	St.George 360 Cash Management Account	St.George 360 Cash Management Account (No cheque)
Minimum opening balance <sup>1</sup>	\$1,000	\$1,000
Funds at call	✓	✓
Interest offset facility	✗	✗
Monthly statements	✓	✓
ATM mini transaction history	✗	✗
Interest accrued daily	✓	✓
Daily interest calculated on full savings balance	✓	✓
Interest paid on last day of current month	✓	✓
Tiered interest rates	✗	✗
Visa Debit Card access*	✓	✓
Deposit Only Card	✓	✓
Internet Banking	✓	✓
Phone Banking	✓	✓
Cheque book	✓	✗
Periodical payments, direct debits	✓	✓
Direct credits	✓	✓
BPAY <sup>®</sup> Payment	✓	✓
Branch access	✓	✓
Agency/Bank@Post <sup>™</sup> agency banking	✓	✓

<sup>1</sup> Interest will not be paid on any day the Account balance falls below \$1,000.00.

\*May not be available on your Account.

## **Your Access**

The Account is an interest bearing account with or without cheque access. You can access it by:

- (a) using a Visa Debit Card wherever you can use Visa Cards, if you have a Visa Debit Card;
- (b) writing a cheque (if you have elected to have cheque access);
- (c) telephoning your Adviser, if you have agreed to allow them access;
- (d) using Internet and Phone Banking, if you have registered to use Internet and Phone Banking;
- (e) other methods we make available.

You must keep the balance of your Account in credit at all times. If for any reason your Account is overdrawn, you must immediately repay the Debit Balance of the Account and restore the Account to a credit balance. We charge default interest on any Debit Balance until it is repaid.

## **Adviser Access**

### *Full Access*

If you give your Adviser Full Access to your Account, your Account gives you the flexibility to allow your Adviser to withdraw funds from your Account, to make investments, and to deposit any proceeds of sale of investments into the Account.

It is a feature of your Account that you will be able to instruct your Adviser directly to advise and initiate transactions on your Account. You can instruct your Adviser by telephone or in any other way agreed upon in writing. Your Adviser will then be able to act on your instructions via our electronic banking system.

### *View Only Access*

Alternatively, you may elect to allow your Adviser to have View Only Access. This means your Adviser can view your Account details but can not transact on your Account.

## Section B – Terms and conditions that apply to the Account and the Payment Services

### 1 Important Words

**Access Method** means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit your Account.

It comprises the use of one or more components including a Card, Card number, PIN, Password, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number, Internet Banking Password or any combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

**Account** means your St.George 360 Cash Management Account;

**Additional Cardholder** means any person to whom a Card has been issued at your request under clause 30.5;

**Adviser** means the intermediary who introduced you to us, including your Accountant, Lawyer, Financial Adviser or Stockbroker;

**ATM** means an automated teller machine owned by us or someone else;

**At Risk Transaction** means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

**Authority To Operate** means a form with that general description which is available from your Adviser;

**Bank@Post™** and its device mark are trade marks (registered or unregistered) of the Australian Postal Corporation ABN 28 864 970 579;

**Banking Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

**Banking Service** means your Account or Payment Service to which this booklet applies;

**BPAY** means BPAY Pty Ltd  
ABN 69 079 137 518 of  
Level 6, 1 York Street, Sydney 2000  
Tel: (02) 8252 0500;

**BPAY Scheme** means the scheme described in Section H;

**branch** means any St.George and BankSA branch and any branch agency. A branch agency is a St.George agency at which deposits and withdrawals can be made;

**Business Day** means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

**Card** means any authorised card issued by us for your Account and includes a Visa Debit Card that can be used to access your Account through an ATM and EFTPOS;

**Cardlink Services Limited** means  
Cardlink Services Limited  
ABN 60 003 311 644 of Cnr Park Road  
and South Parade, Auburn 2144  
Tel: (02) 9646 9222;

**Code** means a PIN, Internet and Phone Banking Security Number, Internet Banking Password, Password or any similar information which may be required in order to make EFT Transactions to or from an EFT Account and which you are required to keep secret;

**Debit Balance** means the Account is overdrawn and you owe us money;

**Deposit Only Card** means a card issued by us that can be used to make deposits through selected Bank@Post™ outlets;

**Device** means an article we give you to perform EFT Transactions;

**EFT Account** means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method;

**EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets;

**EFT System** means the network of electronic systems used for the transmission of EFT Transactions;

**EFT Transaction** means a transfer of funds initiated by an instruction you give through Electronic Equipment to debit or credit an EFT Account and not intended to be authenticated by comparing a manual signature with a specimen signature;

**Electronic Equipment** includes a Terminal, computer, television, fax and telephone;

**Fees and Charges Brochure** means the fees and charges payable by you when you perform a transaction using your Account or for a Payment Service;

**Financial Institution** means any bank or building society or credit union;

**Full Access** means your Adviser and their employees, agents and consultants, are authorised to operate the Account on your behalf, including effecting withdrawals, deposits, transfers and other operations by electronic means. For further information, refer to Section J;

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

**Identifier** means information that you know and must provide to perform an EFT Transaction but are not required to keep secret;

**including or such as or for example**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

**Interest Rate Schedule** means the current Interest Rate setting out the interest rates applicable to your Account;

**Internet and Phone Banking** means any service we offer from time to time through a communication network including telephone and the Internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to your Account or other matters we specify;

**Internet and Phone Banking Access**

**Number** means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

**Internet and Phone Banking Security**

**Number** means the personal identification security number used in conjunction with the Internet and Phone Banking Access Number and Internet Banking Password to access Internet and Phone Banking;

**Internet Banking** means the Internet Banking service offered by St.George;

**Internet Banking Password** means the Password you select for use in conjunction with the Internet and Phone Banking Access Number and Internet and Phone Banking Security Number to access Internet Banking;

**Merchant** means a supplier of goods or services purchased by use of a Card;

**Mistaken Internet Payment** means a payment, other than one using B<sub>PAY</sub>, by an individual through a “Pay Anyone” internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual’s error or the individual being advised of the wrong BSB number and/or identifier;

**Other Bank ATM** means any non-St.George branded, non-Westpac branded and non-BankSA branded ATM;

**Password** means the Password or number used in conjunction with your Account and which is not a PIN;

**Payment Cut-off Time** means, with respect to a Banking Business Day, the time specified in clause 50 for that day;

**Payment Service** includes any of the following services offered by us:

- Card;
- Phone Banking;
- Internet Banking;
- cheque;
- periodical payment;
- direct debit;
- B<sub>PAY</sub> Payment;

**Terms and Conditions** means these terms and conditions for your Account or Payment Service. The terms and conditions for the Account and Payment Services is made up of the Terms and Conditions set out in this booklet, the Interest Rate Schedule and the Fees and Charges Brochure, as amended from time to time;

**Phone Banking** means the telephone banking service offered by St.George;

**PIN** means a personal identification number used in conjunction with a Card;

**Related Entity** means a company owned by us;

**Scheduled Payment** means a BPAY Payment, a third party payment or a fund transfer you request us to make at a later date;**Secure Code** means a randomly generated code that we send to you to authenticate each At Risk Transaction. The Secure Code is sent to your Australian mobile phone number by SMS or an Australian landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

**Secure Code Service** means our method of Two Factor Authentication where we send you a Secure Code to authenticate an At Risk Transaction performed by you using Internet Banking;

**Small Business** means a business having:

- (a) fewer than 100 full-time (or equivalent) people if the business is, or includes, the manufacture of goods; or
- (b) in any other case, fewer than 20 full-time (or equivalent) people,

but does not include a business that obtains the Account or Payment Service for use in connection with a business that does not meet the elements in (a) or (b) above;

**Scheduled Payment** means BPAY Payment, a third party payment or funds transfer you request us to make at a later date;

**Terminal** means an electronic device (including an ATM, cash dispenser unit, point of sale terminal or any other

electronic funds transfer device) in which a Card may be used to operate on your Account, but does not include Internet and Phone Banking;

**Third party payments** means:

- (a) a payment made to a third party;
- (b) a payment made to an account, in the name of the person authorising the payment, at another Financial Institution;

**Two Factor Authentication** means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone;

**View Only Access** means your Adviser can view your Account details but not transact on your Account;

**Visa Debit Card** means a debit card that allows you to access your Account through the EFT System and ATMs using the Visa network;

**we, us, St.George, our and ours** means St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714

**you, your and yours** means the Account holder in relation to an Account and the user of a Payment Service in relation to a

Payment Service.

## **2 About these terms and conditions**

- 2.1 These terms and conditions apply to:
- (a) the Account; and
  - (b) any Payment Service provided by us to you.
- 2.2 You should read the terms and conditions carefully and any other terms and conditions we give you that we advise apply to your Account or Payment Service.
- 2.3 We warrant that we will comply with the ePayments Code, where it applies. If your facility is designed primarily for use by a business and established primarily for business purposes, the ePayments Code will not apply to it.
- 2.4 The relevant provisions of the Code of Banking Practice apply to any Banking Service you obtain from us, if you are an individual or a Small Business.
- 2.5 If any other information about your Account or a Payment Service is made available, it may be accessed by calling the us on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday or contacting your Adviser.

## **3 Changes to these terms and conditions**

- 3.1 The Terms and Conditions can be changed by us at any time, if we change it in accordance with any applicable law.
- 3.2 Where there is a change to information that is not materially adverse to you (such as short term increase in applicable interest rates, or waiver or concession to fees and charges, which may be available elsewhere, such as only to certain Accounts or at certain places during particular times), we may make that information available elsewhere, such as through your Adviser.
- 3.3 We will notify you of any change to the Terms and Condition in accordance with the times set out in the table below, and in the manner described in clause 3.5

3.4 The following table sets out when and how we will notify you about certain changes or events:

	Type of change or event	Notification we will give you
<b>A</b>	<p>If we:</p> <ul style="list-style-type: none"> <li>(a) introduce a new fee or charge; or</li> <li>(b) increase any fee or charge; or</li> <li>(c) change the method of calculating interest; or</li> <li>(d) change the frequency that interest is debited or credited; or</li> <li>(e) change the minimum balance to which an account keeping fee applies; or</li> <li>(f) change the balance ranges within which interest rates apply to an Account; or</li> <li>(g) in relation to an EFT Transaction:               <ul style="list-style-type: none"> <li>(i) impose or increase charges for the issue or replacement of a Card or Code or performing an EFT Transaction; or</li> <li>(ii) increase your liability for losses relating to EFT Transactions; or</li> <li>(iii) vary the daily or periodic transaction limits on EFT Transactions, a Payment Service or Electronic Equipment; or</li> </ul> </li> <li>(h) change in interest rate margin.</li> </ul>	<p>We will give written or electronic notice to you at least 30 days before the change or event affects you.</p>
<b>B</b>	<p>If we make any other change that affects these terms and conditions.</p>	<p>We will notify you in the media, in writing or electronically on or before the day the change takes effect.</p>

- 3.5 We will notify you in one of the following ways:
- (a) in writing. We may write to you directly or notify you in the media, depending upon the change to this Terms and Conditions; or
  - (b) electronically (where the ePayments Code and the Code of Banking Practice permit and if you agree); or
  - (c) in any other way agreed to by you; or
  - (d) notifying your agent in any way agreed to by the agent.
- 3.6 If we need to give you written notice, we will regard that notice as given to you 3 Business Days after we post it by ordinary mail to the mailing address for you that we have in our records as your most recent mailing address. If you change your address and don't tell us, you will be considered to be notified if we write to the old address. You can change your address by writing to us or telling us over the telephone (you will be required to tell us your Password when you change your address details with us, over the telephone so that we can verify your identity).
- 3.7 If your Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for the Account.
- 3.8 If the Government introduces or changes a Government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.
- 3.9 Where the ePayments Code and the Code of Banking Practice permit and if you agree, we may use electronic means to communicate with you. For example, sending you electronic statements, written notices or other communications about our products and services.
- 3.10 We need not give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of our systems or your Account or Payment Service.
- ## 4 Your privacy
- 4.1 When you apply for an Account or Payment Service from us, the application form contains a privacy statement, which sets out in more detail how we use and when we disclose your personal information in relation to the Account or Payment Service.
- 4.2 We handle your personal information in accordance with the privacy statement in the application form for the Account or Payment

Service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by asking at any branch or by calling us on the General Customer Enquiries number on the outside of the back cover of these Terms and Conditions. Our privacy policy is also available by visiting our website: **stgeorge.com.au**

4.3 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:

- (a) disclosure is compelled or permitted by law; or
- (b) there is a duty to the public to disclose; or
- (c) our interests require disclosure; or
- (d) disclosure is made with your express or implied consent.

4.4 You agree that we may disclose to a Related Entity:

- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
- (b) any other information concerning you, if the Related Entity provides financial services related or

ancillary to those provided by us, unless you tell us in writing not to do so.

Please refer to the general descriptive information in Section K of these Terms and Conditions for information about how you may tell us not to disclose information.

4.5 We, or any Related Entity to whom we disclose information pursuant to clause 4.4, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity’s businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity’s business and will be strictly prohibited from using that information for any other purpose whatsoever.

4.6 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Clth) permits disclosure of such information.

4.7 If your Account is in more than one person’s name or if there are Additional Cardholders, you agree that each person may use the Account and have access to information about the Account without your or any Additional Cardholder’s consent.

4.8 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, bank accounts with us (including your Account) and statements relating to those accounts. We may charge you our reasonable costs of supplying this information. Any fee is shown in the Fees and Charges Brochure. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.

4.9 You must promptly advise us of any change of name or address.

4.10 Unless you give us written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.

4.11 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of or contractors to us or the Related Entity.

Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

## **5 Security and permitted disclosure of an Internet Banking Password, a PIN, or Internet and Phone Banking Security Number**

5.1 For your own security against loss, you should safeguard any payment instruments that relate to your Account such as cheques, Cards, and any PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password relating to a payment instrument. Also, you should safeguard the security of your Password. Further information about security is set out in clause 25 (for Passwords), 32.1 to 32.11 (for Cards and PINS) and 40.1 to 40.9 (for Internet and Phone Banking Access Methods).

5.2 If you want a third party to collect information about your Account from us so that it can be aggregated with information about bank accounts you have, you may be asked to give details of your PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password to that third party. Before doing so you must check that the third party is approved by us.

We will not treat the disclosure of your PIN, Internet and Phone Banking Security Number or Internet and Phone Banking Password to a third party we have approved as a

breach by you of clauses 32 (for Cards and PINs) and 40 (for Internet and Phone Banking Access Methods).

## **6 Problems, Complaints and Disputes**

6.1 If you believe an error has been made, please notify us by calling 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday or by contacting your nearest branch. We will correct any error that is found to be ours as soon as possible.

6.2 To assist us in resolving your problem or complaint, you should:

- (a) report it promptly; and
- (b) state clearly the nature of the problem or your particular grievance; and
- (c) have available all documents and background information.

6.3 If the matter is not resolved to your immediate satisfaction, you can follow the complaints procedures set out below. Please refer to our “Customer Satisfaction” brochure for further information. It is available at any of our branches.

6.4 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney. The relevant details are set out on the outside of the back cover of these Terms and Conditions.

6.5 If we do not immediately resolve your complaint to your satisfaction,

we will advise you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.

6.6 If it is unclear whether you have contributed any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that your Account has been accessed with the correct Access Method, whilst significant, will not be conclusive evidence that you have contributed to the loss.

6.7 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a Merchant). Where we have been notified by another party to the shared EFT System, or form the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable, after reversing an incorrect credit.

- 6.8 If you request, we will provide you with further details about any correction shown on your Account statement.
- 6.9 Normally, we will complete the investigation of your complaint and inform you of the results of an investigation within 21 days of receiving a complaint. If we need more time or details to complete our investigation, we will advise you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 6.10 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 6.11 We will inform you in writing of our decision relating to an EFT Transaction dispute and if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute in writing unless we agree with you that the decision can be given verbally.
- 6.12 The next available step is the Financial Ombudsman Service (FOS). This is a free, external and independent process for resolving disputes between banks and customers, provided the FOS has the power to deal with your dispute. The address and phone number of the FOS are listed on the back cover of these Terms and Conditions. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Privacy Commissioner. Please refer to “Protecting Your Privacy” brochure discussed in clause 4.2 for further information.
- 6.13 If, in relation to an EFT Transaction, we fail to observe these Terms and Conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures, and as a result there is an unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 6.14 If you have a complaint which relates to the BPAY Scheme, and you are not an individual, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

## **7 Agencies**

We may offer a range of Banking Services through agents appointed by the Bank to provide such services. The full range of Banking Services provided by us may not be available through any such agent. Further there may be some restrictions on how these services operate and on cash transaction limits at particular agents.

## **8 Trade practices**

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

## **9 Appropriate use of our services**

You warrant that your use of the services we provide will not breach any law of Australia or any other country.

Where we consider it necessary for us to meet our regulatory and compliance obligations:

- a) you must provide us with any information we reasonably request;
- b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Banking Corporation; and
- c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

## **10 GST**

- 10.1 We tell you if any fees we charge are GST inclusive.
- 10.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 10.3 We will tell you of any additional GST amount you must make on a payment.

## **11 Taxation implications**

Interest earned on your Account may be taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

## Section C – Terms and Conditions that apply to your Account

### 12 Opening your Account

- 12.1 When you open your Account you will be asked if you wish to provide your Tax File Number (TFN) or Australian Business Number (ABN). That is because Accounts earning interest are subject to the A New Tax System (Pay As You Go) Act 1999. General descriptive information about TFNs and ABNs is set out in Section K of these Terms and Conditions.
- 12.2 We have the right to refuse to open an Account or undertake a Payment Service for any person, if we comply with all applicable laws.
- 12.3 If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.

### 13 Interest

- 13.1 The current interest rate on credit balances in your Account is set out in the Interest Rate Schedule. You can obtain a copy of the current Interest Rate Schedule by calling 1300 786 379 8.30am to 5pm (Sydney time), Monday to Friday or by asking your Adviser.
- 13.2 Interest is calculated daily on the balance of your Account at the end of

each day, including the day of deposit but excluding the day of withdrawal.

- 13.3 The interest is credited to your Account on the last Business Day in each month in which it accrues, and on the day we close your Account.
- 13.4 Any interest credited to an Account is available for your use on the next Business Day after it has been credited to the Account.
- 13.5 We may change the interest rate for your Account at any stage. We will notify you in the media of any changes to the interest rate. Please see clause 3.4.

### 14 Fees and charges

- 14.1 The Fees and Charges Brochure shows current fees and charges (including Government charges) for your Account. You can get a copy by calling 1300 786 379 8.30am to 5pm (Sydney time), Monday to Friday or by asking your Adviser.
- 14.2 We may debit any fees and charges payable under these Terms and Conditions to the Account in relation to which they are charged.
- 14.3 We may vary the fees and charges payable on your Account and introduce new fees and charges to your Account. If we do so, we will notify you in accordance with clause 3.4.

- 14.4 No Government charges currently apply to your Account. However, the Government may introduce charges that apply to your Account and change them from time to time, but we will give you notice of this in accordance with clause 3.

## 15 Adjustment of debits and credits to your Account

- 15.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day we receive the payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 15.2 We may subsequently adjust debits and credits to your Account, and the balance on your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error, or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest on the Account).

## 16 Statement of Account

- 16.1 We will send you a statement of Account for your Account unless:
- (a) some other form of recording transactions is agreed (such as internet); or
  - (b) you request us not to send you a statement and we are not required by law to do so; or
  - (c) your Account has a zero balance and no amounts have been debited or credited to it during the statement period, in which case we may not send you a statement for that period.
- 16.2 If we send you statements of Account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every six months.
- 16.3 If you want more frequent statements, you may request this by calling 1300 786 379 8.30am to 5pm (Sydney time), Monday to Friday, or by contacting your Adviser. A fee may apply if you ask for and receive more than one statement in a calendar month. Please refer to the Fees and Charges Brochure.
- 16.4 Copies of statements of Account are also available on request. You will be charged a fee for a copy of a statement provided on request. Please refer to the Fees and Charges Brochure.
- 16.5 We will send the statement of Account to you in one of the following ways:
- (a) in writing; or

- (b) electronically (where the ePayments Code and the Code of Banking Practice permit and if you agree); or
- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

16.6 If you are a joint Account holder living at the same address as another joint Account holder of the same Account, you can request that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving the statement of Account. This means that only one statement of Account will be sent for the Account. If you do not request us to send the statement of Account to that address or if joint Account holders live at different addresses notified to us, on request, we will send statements to up to two different addresses.

16.7 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so, or query an entry on a statement, by calling 13 33 30, 24 hours, 7 days a week. Any credit made in error to your Account must be returned to us as soon as possible. We will debit your Account for that amount even if it will result in your Account being

overdrawn, and if necessary take recovery proceedings against you.

16.8 In some circumstances, Card scheme rules allow us to charge a transaction on your Card Account back to the Merchant with whom you made the transaction. We will claim a chargeback right (if the right is available) for a transaction on your Card account if:

- (a) you ask us to do so; and
- (b) you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded.

Otherwise any chargeback we have under Card scheme rules may be lost.

The timeframe for disputing a transaction may not apply to reporting unauthorised EFT Transactions covered by the ePayments Code.

We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY Payments on your Account. Otherwise, card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

Any right of chargeback we may have under Card scheme rules may be lost if you do not:

- (c) inform us promptly that you wish to dispute a transaction; and
  - (d) provide us with any information or material we require to support a chargeback. Refer also to clauses 33.9 and 40.15 in this context.
- 16.9 If we have issued a Visa Debit Card on your Account, a balance record of the account may not indicate the amount of available funds on your Account. Please refer to Section F for further information.
- 16.10 Records of recent transactions on your Account may be available at branches, from Internet and Phone Banking, by phoning the General Customer Enquiries phone number on the outside of the back cover of these Terms and Conditions, or by contacting your Adviser.
- 16.11 Clauses 16.1 to 16.3 and 16.5 of these Terms and Conditions are subject to all laws and the ePayments Code.

## **17 Commission**

- 17.1 We may pay commission to your Adviser. Any commission is calculated as either a fixed or variable percentage of the average monthly balances on your Account.

## **18 Deposits**

- 18.1 You can make deposits at any branch, subject to prevailing fees and charges applicable to your Account, using a pre-encoded deposit form. Please refer to the Fees and Charges Brochure. We will give you more pre-encoded deposit forms if you ask us to do so.
- 18.2 To deposit a cheque into your Account it must be made payable to you, or to “cash”, or we must be satisfied that it is correctly signed over (endorsed) to you. We may refuse to accept any cheque for deposit in our absolute discretion. We charge a fee when you deposit overseas cheques. Please refer to the Fees and Charges Brochure.
- 18.3 The proceeds of a cheque deposited to your Account are not available for withdrawal until cleared. See clause 29.15 for normal clearance times on cheques. If the cheque is deposited through one of our agents, the clearance time may be longer.
- 18.4 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We may charge you a fee for a special clearance. Please refer to Fees and Charges Brochure.

18.5 If a deposited cheque is later dishonoured or not cleared, we debit your Account for the amount of the cheque. A deposited cheque is dishonoured when the bank on which it is drawn refuses to give us value for the cheque for any reason. This may happen at any time. Overseas cheques may be dishonoured on presentation to the overseas bank. We may charge you a fee if a cheque deposited to your Account is dishonoured. Please refer to the Fees and Charges Brochure.

18.6 If you deposit a cheque or other item (a “foreign item”) drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting of a foreign item you deposit to your Account include (along with other terms) that:

(a) the proceeds of the foreign item will not be available for withdrawal until 20 Business Days after the date of the deposit. The foreign item may not be cleared, even if we

allow you to withdraw against the proceeds of the foreign item; and

(b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 20 for more information about withdrawing an amount from uncleared funds.

18.7 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payments, etc).

18.8 We accept large deposits of coin if they are counted and wrapped. We may accept other deposits of coin but may ask you to call at a time convenient to the branch. We may charge you a fee when we accept deposits of coin. Please refer to Fees and Charges Brochure. Large deposits of coin cannot be left at the branch for counting in your absence.

- 18.9 In some cases, other Financial Institutions will accept deposits of cheques or cash for the credit of an account with us. We recommend that you not make deposits to your Account at other Financial Institutions. We rely on the other Financial Institution to inform us that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer. The other Financial Institution does not tell us whether you deposit cheques or cash. So cash deposits at other Financial Institutions take as long to clear as cheque deposits.
- 18.10 You can make deposits by posting a cheque to our address on your Account statement, or by sending a cheque to your Adviser.
- 18.11 You can make cheque deposits of any amount using your Deposit Only Card or any Card issued by us at selected Bank@Post™ outlets. Cash deposits of up to \$3,000 per day can be made at some selected Bank@Post™ outlets only. Merchant deposits and third party cheques are not accepted.
- 19.2 You may withdraw any amount you have in credit by using a bank cheque. We charge a fee for providing a bank cheque. Please refer to Fees and Charges Brochure. We do not have to give notice to you if a bank cheque bought from us is not presented within a reasonable time after purchase.
- 19.3 We may limit cash withdrawals from your Account at a branch to a maximum of \$2,000 a day (including Terminal withdrawals) for Accounts mainly used for domestic or private use and a maximum of \$5,000 a day (including Terminal withdrawals) for business Accounts. If you require a larger amount you must give 2 working days notice to the branch where you wish to withdraw the amount.
- 19.4 See clause 35 for further discussion on withdrawal limits at Terminals.
- 19.5 You can make cash withdrawals not exceeding \$1,000 per day at a Bank@Post™ outlet using your Card and PIN.

## **19 Withdrawals**

- 19.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us.
- 20.1 You should be careful to make withdrawals only against the cleared funds in your Account. If you do withdraw an amount from uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured), you

## **20 Overdrawings**

may overdraw your Account. From time to time we may allow you to overdraw your Account. We have no obligation to do so.

20.2 If we do allow you to overdraw your Account:

- (a) we will charge you a fee (please refer to the Fees and Charges Brochure); and
- (b) you agree to pay us interest on the amount overdrawn calculated using the current applicable overdraft rate we specific from time to time. You can find out the current overdraft rate by calling us on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday.

20.3 You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

## **21 Account Combination**

21.1 You acknowledge our right at law any time, and without notice to you, to set off or combine any of the balance of your Account with the balance of another of your Accounts, unless:

- (a) the Accounts are not held by the same person or persons; or
- (b) we know that the Accounts are held in different capacities (for example, one is held by you as a trustee); or

(c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

21.2 We will give you notice promptly after we combine your Accounts.

21.3 If you overdraw your Account, we do not have to set off the amount overdrawn against any credit balance in another of your Accounts.

## **22 Joint Accounts**

22.1 You can open the Account in your name or with one or more persons. The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

22.2 If a joint Account holder dies, the remaining Account holder holds the credit balance and if there is more than one, those remaining Account holders hold the credit balance jointly.

22.3 Joint Account holders must sign an “Authority to Operate” form available from your Advisor. (Please refer to clause 23.) Joint Account holders may authorise any one Authorised Signatory to operate the Account or they may require one or more Authorised Signatories acting together to operate the Account.

Joint Account holders may vary these instructions in writing from time to time. Also, if we are made aware of any dispute on a joint Account, we may decide to only permit operations on the Account if all joint Account holders sign.

22.4 The liability of Account holders, where the Account is held in joint names, is joint and several. This means each and all of the Account holders are liable for the whole of the Debit Balance on the Account. We can sue all or any of the Account holders for an amount owing on the Account.

22.5 We may accept a cheque into a joint Account which is payable to any one or more of the joint Account holders or partners of a partnership.

22.6 Where a Card has been issued, any of you may operate the Account on your own and if the Account also has cheque access you cannot require that cheques have more than one signature.

22.7 Where the Account has cheque access and a Card has not been issued, you may nominate one or more of you as being required to sign cheques, excluding Internet access, where only one customer can sign.

## **23 Authority to Operate**

23.1 You may nominate a person to operate on your Account by completing an Authority to Operate.

23.2 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you could, including:

- (a) signing and cancelling cheques; and
- (b) making withdrawals; and
- (c) authorising periodical payments and direct debits; and
- (d) using Electronic Equipment and other Access Methods to access your Account.

23.3 The Authority to Operate will state the method of operation for the Account. This may be:

- (a) any Account holder or signatory to sign (that is, operate); or
- (b) all Account holders and signatories to sign; or
- (c) another method which you specify and which is acceptable to us.

23.4 If a Card is issued on your Account or an Access Method may be used on an Account, the method of operation for the Account will be any Account holder or signatory to sign.

Please also refer to clause 39.7 in relation to Internet and Phone Banking for an EFT Account which requires two or more parties to sign.

23.5 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all surviving Account holders. We may require a new Authority to Operate before we allow further operation on the Account.

23.6 If there is a dispute notified to us about an Authority to Operate or the owner or owners of the Account, we may refuse to allow operation on the Account until all parties concerned have signed the necessary authority.

23.7 We will not allow a person to operate on the Account until his or her identity has been verified in accordance with our procedures.

23.8 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the ePayments Code.

23.9 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself. See clause 30.5 for further information.

23.10 You consent to us giving any person authorised to operate on your Account, information about your Account.

## **24 Closing the Account**

24.1 We may close an Account of yours that is in credit at our discretion at any time by:

- (a) giving you reasonable notice; and
- (b) repaying you the amount of any credit balance.

24.2 Subject to the terms of the credit contract, if any, relating to your Account, we may close your Account that is not in credit at our discretion at any time and we do not have to give you notice.

24.3 We will close an Account that is in credit on request by you.

24.4 If you close all Accounts held with us, any unused cheques or Cards authorised for use on any of your Accounts must be returned to us

unless (in the case of a Card) it is authorised for use on another person's Account.

## 25 Passwords

25.1 You may choose a Password for your Account. You may need to use this Password to verify your identity at a branch or when making phone enquiries. At our discretion, we may allow you to use your password or another identifier other than your manual signature to direct us to transfer funds from your Account. We are not required to do so. We can refuse to allow you to access your Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without the need to make a written record of it or anything that reminds you of it. you wish to change your Password you can call at a branch or ask in writing to do so.

25.2 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password. If you fail to ensure the security of your password, your liability is determined under clauses 25.7 to 25.15.

25.3 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Password on your Card;
- (b) not to describe your disguised record as a "Password record" or similar;
- (c) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (d) not to select or disguise your Password using any of the following combinations (or parts of them):
  - (i) date of birth;
  - (ii) family members' names;
- (e) not to store your Password in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers;
  - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provision of the ePayments code, where that code applies, despite your obligations set out at clause 25.3 above.

*If your password is revealed*

25.4 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person or that unauthorised transactions have been made. You may notify us by telephone using the telephone number on the outside of the back cover of these Terms and Conditions. You will need to give us all relevant information you may have. You must confirm in writing any notice you give us by telephone (a failure to do so will not affect your liability for unauthorised EFT Transactions however it will help us to effectively deal with your report).

25.5 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

25.6 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transactions

which could have been prevented if you had been able to tell us provided you tell us within a reasonable time.

*Liability for unauthorised transactions*

25.7 You are not liable for unauthorised EFT Transactions, requested of our staff by use of a Password, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised EFT Transactions will normally be limited to:

- (a) \$150; or
- (b) the balance of the EFT Accounts on which the unauthorised EFT Transactions were made and on which we allow you to transact by use of a Password; or
- (c) the actual loss incurred before you notify us under clause 25.4 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised EFT Transactions by use of a Password. Please refer to clauses 25.10 to 25.15 for details of those circumstances.

25.8 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) for unauthorised EFT Transactions made using a Password only, any such unauthorised transactions made before you receive your Password; or
- (c) any Password that is forged, faulty, expired or cancelled; or
- (d) unauthorised transactions by use of a password which occur after you have given us notice as required by clause 25.4; or
- (e) the same transaction being incorrectly debited more than once to the same account.

*When you will be liable*

25.9 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

25.10 You will be liable if you have contributed to the unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your Password to anyone, including a family member or friend; or

- (c) where a Device is also needed to perform a transaction, kept a record of your Password (without making any reasonable attempt to protect the security of the Password) with the Device or in a way that was liable to loss or theft simultaneously with that Device; or
- (d) selected a Password which represents an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Password and warned of the consequences of doing so; or
- (e) acted with extreme carelessness in failing to protect the security of your Password.

25.11 Your liability under clause 25.10 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the

security requirements for one or more, but not all, of those Codes, you will be liable under clause 25.10 only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

25.12 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Password has become known to someone else.

25.13 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts, including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.

25.14 If your Account is only used for business purposes, you may wish to give your Password to other people

(such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to order cheques or to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).

25.15 You will not be liable under clauses 25.10 or 25.12 for losses incurred on any accounts which we had not agreed could be accessed by using your Password. Your liability under clause 25.10 is also subject to us proving, on the balance of probability, that you contributed to the losses in one or more of the ways listed in clause 25.10.

## Section D – Terms and Conditions that Apply to all Payment Services

### 26 Fees and Charges

- 26.1 The Fees and Charges Brochure shows current fees and charges for Payment Services. You can get a copy of by calling us on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday or by asking your Adviser.
- 26.2 We may debit any fees and charges payable under these Terms and Conditions to the Account in relation to which they are charged.
- 26.3 From time to time we may vary the fees payable on a Payment Service and introduce new fees and charges to a Payment Service. If we do so we will notify you in accordance with clause 3.

### 27 Stopping a transaction on any Payment Service

- 27.1 See clause 29.3 for how to stop a cheque.
- 27.2 To stop or alter a transaction on any Payment Service (other than a cheque), you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to clause 55 for more information on stopping periodical payments and direct debits from your Account. In some instances we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to

make the transaction. For example, refer to clause 39.9 in this context as it applies to third party payments by Internet and Phone Banking, clause 37.21 in the context as it applies to transfer of funds between your EFT Accounts, and clause 45.1 as it applies to BPAY Payments.

- 27.3 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the ePayments Code.
- 27.4 We may charge you a fee for acting to stop or alter a transaction on a Payment Service. Please refer to Fees and Charges Brochure.
- 27.5 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under a statute, the Code of Banking Practice or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the law, the Code of Banking Practice and the ePayments Code permits, or does not prohibit this limitation.

### 28 Electronic Banking System malfunction

- 28.1 We are responsible for loss caused by the failure of our Electronic

Equipment, Internet and Phone Banking Service or the EFT System to complete a transaction accepted by our Electronic Equipment, Internet and Phone Banking Service or EFT System in accordance with your instructions.

- 28.2 Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a Merchant or us) except where you should reasonably have been aware that the equipment or system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in the Account, and the refund of any charges or fees imposed on you as a result.
- 28.3 We will correct the loss by making any necessary adjustment to your Account (including adjustment of interest or fees as a result of the malfunction).
- 28.4 Please tell us about any service fault or difficulty with our Electronic Equipment, Internet and Phone Banking Service, EFT System or a Terminal by telephone using the telephone number on the outside of the back cover of these Terms and Conditions.

## **Section E - Terms and Conditions that apply to Cheque Books**

### **29 Terms and conditions of a cheque book**

- 29.1 Cheque books are not available to persons under 18 years of age.
- 29.2 You must notify us as soon as possible if your cheque book is lost, stolen or misused. You may do this by contacting any of our branches. If you do not contact us as soon as you can, it is possible that you may be liable for cheques drawn on your Account.
- 29.3 You may stop payment on a cheque you have written by telling us before the cheque is paid by us. Speed is important. You may tell us at first by telephone. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable. You must then notify us in writing to stop the cheque. We will give you a form for this.
- 29.4 You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque, you do not have to confirm that notice in writing.
- 29.5 We will charge you a fee for stopping a cheque. Please refer to the Fees and Charges Brochure.
- 29.6 If your cheque has not already been presented and paid, we will stop payment on it. If it has already been

presented and paid, we cannot stop payment on it.

- 29.7 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.
- 29.8 You must notify us, within 3 months of receiving your statement of Account, if there is any cheque noted on your statement which we have paid but you did not authorise.
- 29.9 If your Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.
- 29.10 All cheques are paid and debited to your Account in the order we receive them. You must not postdate your cheques.
- 29.11 If a cheque is presented for payment and there are not enough cleared available funds in your Account, we may not pay (dishonour) the cheque or we may pay (honour) the cheque at our absolute discretion. We may charge you a fee to honour or dishonour your cheque. The amount of this fee is set out in the Fees and Charges Brochure.
- 29.12 To deposit a cheque into your Account it must be made payable to you or to "cash", or we must be

satisfied that it has correct signatures (endorsed) to you. We may not accept cheques that do not comply with this condition.

- 29.13 We charge a fee when you deposit overseas cheques. The amount of this fee is set out in the Fees and Charges Brochure.
- 29.14 General descriptive information about cheques is set out in Section K of these Terms and Conditions.
- 29.15 The following clearance times apply to cheques drawn on the Australian branches of Financial Institutions:
- Cheques deposited within the State in which they are drawn: 3 (three) clear Banking Business Days.
  - Cheques deposited outside the State in which they are drawn: 3 (three) clear Banking Business Days.
  - Cheques deposited through other Financial Institutions: 6 (six) clear Banking Business Days from the date St. George posts the cheque amount to your Account.

There are exceptions to the above usual times.

Also, we cannot tell you when a cheque (an "overseas cheque") drawn on an overseas branch of any financial institution will be cleared. An overseas cheque can be dishonoured at any time, even after the proceeds have been made available to you.

## Section F – Terms and Conditions that apply to Cards

### 30 Terms and conditions of our Cards

- 30.1 You may apply to have a Card issued for your Account. Issue of a Card is at our discretion. Contact your Adviser for further details. For security, Cards will be sent to you or any Additional Cardholder by registered or normal post. You must sign your Card as soon as you receive it. A Card is not valid unless it contains your signature.
- 30.2 The first time you or an Additional Cardholder sign a Card or authorise a transaction on an Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholder will automatically be agreeing to these Terms and Conditions. These Terms and Conditions then apply to all transactions on the Account. If you do not agree with these Terms and Conditions, do not carry out or permit an Additional Cardholder to carry out a transaction. Instead, return all Cards (cut in half for your protection) to us.
- 30.3 There is an expiry date on Cards and you must not use a Card after that date. We may issue you and any Additional Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.
- 30.4 You can use your Card at a Terminal to withdraw cash from your Account linked to your Card or, at EFTPOS Terminals, to purchase goods or services from a Merchant.
- 30.5 You may apply to have Additional Cardholders operate on your Account. Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by that person as you are when you use the Card yourself subject to clause 30.6. See clause 23.9 for further information.
- 30.6 You should ensure that any person authorised to use a Card on your Account has read these Terms and Conditions.
- 30.7 We own any Card we issue. We may cancel the Card at any time without notice for any reason. You may cancel any Card including the authority for another Additional Cardholder to operate on your Account. You can do this at any branch. You must return any Cards as soon as we ask you to do so, or if you cannot readily do so, you must

take all reasonable steps to have them returned to us.

If you cannot return an additional Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the Card returned to us. You remain responsible for all transactions made with an additional Card until we receive that additional Card or, if you cannot obtain the additional Card, until the later of:

- (a) the date you ask us to cancel the additional Card; and
- (b) when you have taken all reasonable steps to have the Card returned to us.

In any case, you remain liable for all transactions the Additional Cardholder makes prior to the date you are no longer responsible for transactions made with that Additional Cardholder's Card, even if the transactions are debited to your Account after that date.

30.8 For security reasons, we may require identification to verify the identity of any Cardholder if a Card is used to request a withdrawal from your Account.

30.9 We have no liability to any Cardholder if a Terminal or a Merchant does not accept a Card.

30.10 We do not give any warranty for goods or services obtained from a Merchant by use of a Card. If you

have any complaints about goods and services, you must take those complaints up with the Merchant.

30.11 If you obtain a Visa Debit Card on your Account and you use the "credit" button when you use the Card to make purchases or you use the Card number to purchase or pay for goods or services, the transaction may need authorisation from us. We may choose not to authorise a proposed authorisation. If we give an authorisation, we reduce the available funds on your Account by up to the amount of the authorisation.

Some Merchants, for example, hotels and car rental agencies, may request confirmation that your Account has sufficient Available Balance to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the Available Balance is reduced by up to the amount of the estimated cost of the goods and services.

This means, even though the balance of your Account is a certain amount, you may find you have a reduced Available Balance.

When the goods and services have been supplied, the Merchants may request a subsequent authorisation

for the actual costs. This may have the effect of reducing the Available Balance by the sum of multiple authorisation amounts.

You should ensure that the Merchant cancels the original authorisation.

30.12 Visa Debit Card purchase transactions made using the “credit” button may take some weeks to be processed and debited to your Account. If we gave an authorisation for the processed and debited to your Account. If we gave an authorisation for the purchase or payment, the Available Balance of your Account may be less than the balance of your Account. Please consider this whenever you obtain a statement or a mini transaction history or a balance of your Account.

30.13 Merchants or other institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.

30.14 We may cancel any Card and suspend the operation of an Account, on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- (a) we reasonably consider you induced us to issue you a Card by fraud; or
- (b) we believe the Card is being used in a way that may cause loss to you or us.

30.15 You must not use your Card and you must return all Cards we issued on your Account (cut in half for your protection) immediately if:

- (a) we close the Account on which we issued the Card; or
- (b) we cancel the Cards; or
- (c) we request you to do so.

Please refer to clause 30.7 in relation to your obligations regarding the return of Cards.

30.16 If an Additional Cardholder dies you agree to return the Card we issued to him or her, without delay, even if we do not ask for the Card to be returned.

30.17 A Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law applicable in your jurisdiction.

## **31 Foreign Currency Transactions**

31.1 If a Visa Debit Card is used to make a foreign currency transaction on your Account, the transaction is converted into Australian dollars by Visa International using:

- (a) a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- (b) a rate a Government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

31.2 All foreign currency transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

31.3 Visa Debit Card is not available to persons under 18 years of age.

## **32 Security of your Card and PIN**

32.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen.

If you fail to ensure the security of your Card or PIN your liability is determined under clause 33.

### *Your obligations*

32.2 You must:

- (a) sign your Card as soon as you receive it; and
- (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card; and
- (c) not permit any other person to use your Card; and
- (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your PIN being entered in a Terminal.

### *Your own personal PIN*

32.3 We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or number). We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.

### *Can you record a memory aid for your PIN?*

32.4 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we

do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised PIN on your Card;
- (b) not to disguise your PIN by reversing the number sequence;
- (c) not to describe your disguised record as a “PIN record” or similar;
- (d) not to disguise your PIN using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
  - (i) dates of birth; or
  - (ii) personal telephone numbers; or
  - (iii) car registration numbers; or
  - (iv) family members’ names; or
  - (v) social security numbers; or
  - (vi) licence numbers;
- (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators; or
  - (ii) personal computers; or
  - (iii) electronic organisers.

32.5 There may be other forms of disguise which may also be unsuitable because of the ease of

another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clauses 32.2 to 32.5.

*If your Card is lost or stolen or your PIN is revealed or you suspect unauthorised transactions*

32.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect that unauthorised transactions have been made.

32.7 You may notify the Card Service Centre by telephoning our 24 hour card service centre hotline on the outside of the back cover of these Terms and Conditions.

32.8 If you do not notify us you may be liable for unauthorised use – see clause 33.

32.9 You will need to give us all relevant information you may have, so that we can suspend Card access to your Account. You must confirm in writing any notice you give us by telephone. Failure to do so will not affect your liability for unauthorised

transactions, however, it will help us to effectively deal with your report.

32.10 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

32.11 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

### **33 Liability for unauthorised transactions**

33.1 You are not liable for unauthorised EFT Transactions by use of a Card or Card and PIN if it is clear you did not contribute to losses resulting from those transactions. Otherwise your liability for unauthorised transactions where a PIN was required will normally be limited to:

- (a) \$150; or
- (b) the balance of your EFT Accounts, on which the unauthorised transactions were made and to which you have access, by use of a

Card and PIN including any agreed line of credit; or

- (c) the actual loss incurred before you notify us under clause 32.6 (excluding that portion of the loss on any one day which exceeds any applicable daily transaction limit), whichever is the smallest amount.

In some circumstances you may be liable for a greater amount of unauthorised EFT Transactions by use of a Card or a Card and PIN. Please refer to clauses 33.4 to 33.9 for details of those circumstances.

33.2 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) any Card and/or PIN that is forged, faulty, expired or cancelled; or
- (c) unauthorised transactions by use of a Card or Card and PIN which occur after you have given us notice as required by clause 32.6; or
- (d) unauthorised transactions by use of a Card or Card and PIN before you receive your Card and PIN; or
- (e) the same transaction being incorrectly debited more than once to the same Account; or

- (f) unauthorised EFT Transactions that can be made using an Identifier without a Card or PIN; or
- (g) unauthorised EFT Transactions that can be made using a Card and not a PIN, provided you did not unreasonably delay in reporting the loss or theft of the Card.

### **When you will be liable**

33.3 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

33.4 You will be liable for actual losses resulting from an unauthorised EFT Transactions by use of a Card or Card and PIN if you have contributed to the unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your PIN to anyone, including a family member or friend; or
- (c) indicated your PIN on your Card; or
- (d) kept a record of your PIN (without making any reasonable attempt to protect the security of the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
- (e) selected a PIN which represents your birth date or an alphabetical

code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so; or

- (f) left a card in an ATM (provided the ATM incorporates reasonable safety standards to mitigate the risk of a card being left in an ATM); or
- (g) acted with extreme carelessness in failing to protect the security of your PIN.

33.5 Your liability under clause 33.4 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card and/or PIN or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your Account including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

33.6 You will be liable for unauthorised EFT Transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that:

- (a) your Card has been lost, stolen or misused; or

- (b) your PIN has become known to someone else.
- 33.7 You will be liable for any losses directly attributed to the delay that were incurred before notification referred to in clause 32.6 where those losses were incurred before notification. Your liability for these losses will not exceed the smallest of:
- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
  - (b) the funds available in your EFT Account including any agreed line of credit; or
  - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 33.8 You will not be liable under clause 33.4 or 33.6 for losses incurred on any accounts which we had not agreed could be accessed by using your Card and/or PIN. Your liability under clause 33.4 is also subject to us proving, on the balance of probability, that you contributed to the losses in one or more of the ways listed in clause 33.4.
- 33.9 Your liability for losses from unauthorised EFT Transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 16.7 in this context.
- 33.10 Liability for unauthorised EFT Transactions by use of a Card or Card and PIN without a signature are subject to the ePayments Code and are covered by clauses 33.1 to 33.9. Liability for unauthorised transactions conducted by the use of a Card that require a manual signature are not subject to the ePayments Code and are covered by this clause 33.10.
- Clauses 32.6 to 32.11 set out your obligations if your Card is lost, stolen or misused, or if your PIN is revealed. Please read clauses 32.6 to 32.11 carefully.
- Clauses 32.1 to 32.5 set out your obligations for maintaining the security of your Card and PIN. Please read clauses 32.1 to 32.5 carefully.
- If you do not meet the obligations in clauses 32.1 to 32.5, you are

liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card was lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 32; or
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

### **34 Using a Terminal**

- 34.1 When you use a Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal. There may be short periods when transactions will not be available when we are maintaining our systems. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.
- 34.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN three times

during the one day at any combination of Terminals.

- 34.3 Money is at your risk when it becomes visible or available to you at an ATM.
- 34.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.
- 34.5 You elect not to require a receipt to be issued at a Terminal which identifies which one of you, or an Additional Cardholder, has used the Account.

### **35 Withdrawal Limits**

- 35.1 The maximum amount of cash you can obtain with the Card and PIN through ATM and EFTPOS on any one day is \$1,500. We tell you in writing if we change this limit.  
  
We emphasise that any cash you obtain through EFTPOS makes up a part of your daily cash limit.
- 35.2 The cash withdrawal limit referred to in clause 35.1 applies to cash withdrawal and purchase transactions through EFTPOS at any Merchant that conducts a gaming or betting business. Otherwise, the maximum amount of value you can obtain with your Card and PIN for purchases of goods or services through EFTPOS

on any one day is \$8,000 or such other amount as we determine from time to time. We may change these limits at any time. If we do so, we will give you notice in accordance with clause 3.

- 35.3 If you are using one of our ATMs the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).
- 35.4 When an Other Bank ATM is used, the maximum and minimum withdrawals are determined according to the relevant Financial Institution and additional fees for each transaction may be incurred by you. We do not accept any responsibility for an operator of an Other Bank ATM imposing restrictions or conditions on the use of an ATM.
- 35.5 For the purpose of this clause 35, each day ends at 12 midnight in Sydney, New South Wales.
- 35.6 Merchants or other providers may impose additional limits.

## **36 Deposits at our ATMs**

You are not able to make deposits into your Account at any ATM.

## **Section G - Terms and Conditions that apply to Internet and Phone banking**

### **37 How to start using Internet and Phone Banking**

- 37.1 The Internet and Phone Banking terms and conditions in this Section G apply each time you use Internet and Phone Banking.
- 37.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by calling 1300 786 379 9am to 5pm (Sydney Time), Monday to Friday. When you ask for us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.
- 37.3 When we register you for Internet and Phone Banking:
  - (a) we give you a Internet and Phone Banking Access Number. The number may be the same as the number on your Card; and
  - (b) you may select your own Internet and Phone Banking Security Number and Internet Banking Password. If you do not select one within the time we allow, we will issue a Internet and Phone Banking Security Number to you; and

- (c) you will also be registered automatically for Secure Code Service.
- 37.4 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you select an Internet and Phone Banking Security Number and Internet Banking Password that is different from any of your ATM/EFTPOS PINs. Refer to clauses 40.1 to 40.9 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.
- 37.5 Your Internet and Phone Banking Access Number, Internet Banking Password and your Internet and Phone Banking Security Number are the Access Methods for Internet Banking. Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your EFT Accounts with us, including funds transfers, checking the balance of your EFT Accounts, transferring funds to registered third party accounts, ordering statements and making BPAY payments. Also, if you register for BPAY View, you may use Internet Banking and BPAY View to view bills. Please refer to clause 46 for further information.
- 37.6 When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking Transactions may be identified by us as an At Risk Transaction.
- 37.7 An At Risk Transaction can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to either your Australian mobile number by SMS or Australian landline telephone number by interactive voice response message.
- 37.8 If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.
- 37.9 In order to receive the Secure Code you must:

- (a) provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
  - (b) choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.
- 37.10 If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, then when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.
- 37.11 You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- 37.12 It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- 37.13 If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm (Sydney time), 7 days a week.
- 37.14 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 37.15 You can cancel your use of Internet and Phone Banking by telling us at any time that you wish to do so. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 37.16 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.
- 37.17 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program on mechanism capable of recording your Access Methods to Internet and Phone Banking.

37.18 It is your responsibility to ensure your contact information is correct. You can maintain your email address via Internet Banking.

37.19 We may place your Internet or Phone Banking access into an “inactive status” if you do not access them within 120 consecutive days. You can reactivate your access by calling us on 1300 555 203 between 8am – 9pm (Sydney time), 7 days a week.

37.20 You may use Internet and Phone Banking to make third party payments from your Account. You may use Internet Banking to direct us to make a third party payment that is a scheduled payment.

You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from your Account. **You must take care to identify the correct BSB and account number for a third party payment as we cannot check the payment particulars you give us.**

Otherwise, the payment may not be made to the correct account.

If you use Internet Banking to schedule making a third party payment from your Account at a later time, we can accept and

order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the third party payment to be made.

Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from your Account at a later time. Also, we will not accept an order to stop or alter any third party payment once you have instructed us by Internet Banking to make that payment.

37.21 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT Accounts.

If you use Internet Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time. You must ensure that the funds to be transferred at a

scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the transfer to take place. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

### **38 Availability**

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

### **39 Transaction processing and limits**

39.1 We will email an electronic receipt for a Scheduled Payment if you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment. We recommend that your check your Account after the due date for a Scheduled Payment to ensure that the Scheduled Payment was made.

We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, a Internet and Phone Banking transaction may not be processed until the next batch processing day for the Account on which you make the transaction.

39.2 We apply an overall \$1m limit per EFT Account on the sum of all Internet Banking and Phone Banking transactions on any one day on that EFT Account.

39.3 Also, we apply the following daily limits on the following Internet Banking and Phone Banking transactions:

- (a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself; and
- (b) the sum of \$25,000 to any one St. George credit card account; and
- (c) the sum of \$15,000 per EFT Account for BPAY Payments to certain BPAY Billers; and
- (d) the sum of \$100,000 per EFT Account for BPAY Payments to any other BPAY Billers; and

- (e) the sum of \$100,000 for third party payments authorised under a form you sign and we approve; and
  - (f) the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online. Also within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online.
- 39.4 Also, we apply the following daily limits on the following Internet Banking transactions:
- (a) the sum of \$25,000 for all bank cheques requested in a day by use of the Access Methods for Internet Banking. Also, within this limit, we apply a daily sub-limit of \$5,000 for any one bank cheque requested; and
  - (b) there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.
- 39.5 We will tell you in writing if we change these limits. Please refer to clause 3. Merchants and other providers may impose additional limits.
- 39.6 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.
- 39.7 If you are seeking to use Internet and Phone Banking in relation to an EFT Account which requires two or more to operate, you may only use Internet and Phone Banking to debit the Account via funds transfer or BPAY if all authorised parties to the account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 39.8 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records, amongst other things, to establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number and Internet Banking Password.
- 39.9 We will not accept an order to stop or alter a third party payment once you have instructed us by Internet and Phone Banking to make that third party payment.

## 40 Security of your Internet and Phone Banking Security Number and Internet Banking Password

- 40.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.
- 40.2 If you fail to ensure the security of your Internet and Phone Banking Security Number and or your Internet Banking Password your liability is determined under clauses 40.10 to 40.16.

### *Your obligations - you must:*

- (a) not record your Internet and Phone Banking Security Number and/or your Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking; and
- (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or on any article normally carried with any such item and which is liable to loss or theft with that item; and
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password; and
- (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any Electronic Equipment.

### *Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?*

- 40.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or Internet Banking Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number; and

- (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking; and
  - (c) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password by reversing the number sequence; and
  - (d) not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar; and
  - (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc; and
  - (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
    - (i) dates of birth;
    - (ii) personal telephone numbers;
    - (iii) car registration numbers;
    - (iv) family members’ names;
    - (v) social security numbers;
    - (vi) licence numbers; and
  - (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
    - (i) calculators;
    - (ii) personal computers;
    - (iii) electronic organisers.
- 40.4 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number or Internet Banking Password. You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number and Internet Banking Password.
- Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clauses 40.2 to 40.4.
- If your Internet and Phone Banking Security Number and Internet Banking Password is revealed or you suspect unauthorised transactions*
- 40.5 You must tell us as soon as possible if you suspect that your Internet and Phone Banking

Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it or that unauthorised transactions have been made. You may notify us by telephone using the telephone number on the outside back cover of these Terms and Conditions.

40.6 If you do not notify us you may be liable for unauthorised use – see clauses 40.10 to 40.16.

40.7 You will need to give us all relevant information you may have, so that we can suspend phone and Internet access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. Failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.

40.8 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

40.9 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us,

provided you tell us within a reasonable time after our facilities become available again.

#### *Liability for unauthorised transactions*

40.10 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from these transactions.

Otherwise your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

- (a) \$150; or
- (b) the balance of your EFT Accounts on which the unauthorised Internet and Phone Banking transactions were made and to which you have access by Internet and Phone Banking including any agreed line of credit; or
- (c) the actual loss incurred before you notify us under clause 40.5 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please refer to clauses 40.13 to 40.16 for details of those circumstances

- 40.11 You are not liable for losses caused by:
- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
  - (b) any Device, Identifier or Code that is forged, faulty, expired or cancelled; or
  - (c) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by clause 40.5; or
  - (d) unauthorised Internet and Phone Banking transactions before you receive your Internet and Phone Banking Security Number; or
  - (e) the same transaction being incorrectly debited more than once to the same Account.
- When you will be liable*
- 40.12 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.
- 40.13 You will be liable if you have contributed to the unauthorised use because you:
- (a) engaged in fraud; or
  - (b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
  - (c) where a Device is also needed to perform a transaction, kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to protect the security of the Internet and Phone Banking Security Number or Internet Banking Password) with the Device or in a way that it was liable to loss or theft simultaneously with that Device; or
  - (d) selected an Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking Security Number or Internet Banking Password and warned of the consequences of doing so; or
  - (e) acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password.

Your liability, in these circumstances, will not exceed the smallest of:

- (f) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or we receive notice of the existence of unauthorised transactions; or
- (g) the funds available in your EFT Accounts including any agreed line of credit; or
- (h) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under this clause only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

40.14 You will be liable if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number and/or Internet Banking Password has become known to someone else.

You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

40.15 Your liability for losses from unauthorised EFT Transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 16.7 in this context.

40.16 You will not be liable under clause 40.13 and 40.14 for any losses incurred on any accounts which we had not agreed could be

accessed using your Internet and Phone Banking Security Number or Internet Banking Password. Your liability under clause 40.13 is also subject to us, proving, on the balance of probability, that you contributed to the losses in one or more of the ways described in clause 40.13.

40.17 If you are seeking to use Internet and Phone Banking in relation to an Account used for business purposes then, despite any other clause in these Terms and Conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.

40.18 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling the General Customer Enquiries number on the outside back cover of these Terms and Conditions between 8.30am and 5pm (Sydney time), Monday to Friday.

#### *Mistaken Internet Payments*

40.19 This section does not apply to BPAY payments. See Section H for information about BPAY payments.

#### *Reporting Mistaken Internet Payments*

40.20 You should report Mistaken Internet Payments to us as soon as possible after you become

aware of them. You can report Mistaken Internet Payments to us by visiting a St. George branch or by calling 13 33 30 within Australia.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

#### *Dealing with Mistaken Internet Payments*

40.21 Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. Set out at clauses 40.22 to 40.23 is a summary of the processes in that Code.

We may be the **sending institution**, namely the financial institution whose customer made the payment or the **receiving institution**, namely the financial institution whose customer received the payment (this customer is the **unintended recipient** of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the

processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

*Where sufficient funds are available in the unintended recipient's account*

40.22 Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the Mistaken Internet Payment is made:

*Where the report is made within 10 business days of the payment:*

- if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

*Where the report is made between 10 business days and 7 months of the payment:*

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request;
- if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient

from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period;

- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of that period (during which time the recipient will be prevented from withdrawing the funds).

*Where a report is made after 7 months of payment:*

- if the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

*Where sufficient funds are not available*

40.23 Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

*Where you receive a Mistaken Internet Payment*

40.24 Where:

- (a) both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- (b) sufficient credit funds are available in your account to the value of that payment; and
- (c) the Mistaken Internet Payment is reported 7 months or less after the payment; and
- (d) for Mistaken Internet Payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 40.22,

we will, without your consent, deduct from your account an

amount equal to that Mistaken Internet Payment and send that amount to the financial institution of the payer in accordance with clause 40.22 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.

We can prevent you from withdrawing funds the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

#### *Liability for losses arising from internet payments*

40.25 You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

## **Section H - Terms and Conditions that apply to BPAY®**

### **41 Terms and conditions of BPAY**

- 41.1 This Section H applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme. We will tell you if we are no longer a member of the BPAY Scheme.
- 41.2 You can make BPAY Payments from the Account if you have access to Internet and Phone Banking.
- 41.3 You may also receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
  - (b) accessing our Internet Banking website.
- 41.4 You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a Biller and you may nominate us as a Biller for the purposes of BPAY View.
- 41.5 When you ask us to make a BPAY Payment, you must give us the information specified in clause 44. We will then debit the Account you specify with the amount of

that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in the Account at the time and when you tell us to make that payment.

41.6 When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

## **42 How to use the BPAY Scheme**

42.1 You can ask us to make BPAY Payments from your Account you hold with us if these Terms and Conditions permit you to make withdrawals from that Account.

42.2 We may impose restrictions on the accounts from which a BPAY Payment may be made. In addition to the limits specified in clauses 39.3 and 39.4, a BPAY Biller may set limits on the amount of a BPAY Payment to that Biller. Some Billers will not accept payment from certain accounts (for example, credit card accounts).

42.3 If there is any inconsistency between these Terms and Conditions and the BPAY Scheme terms and conditions, then the BPAY Scheme terms and conditions will apply to the extent of that inconsistency.

42.4 When you use a credit card to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.

42.5 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

## **43 Valid payment direction**

We will treat any instruction to make a BPAY Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Access Number is entered, if you make the BPAY Payment by Phone Banking; or
- (b) your Internet and Phone Banking Security Number, Internet and Phone Banking Access Number, Internet and Phone Banking Password are entered if you make the BPAY Payment by Internet Banking.

## **44 Information you must give us**

44.1 To instruct us to make a BPAY Payment, you must give us the following information:

- (a) the Account you want us to debit the payment from; and
- (b) the amount you wish to pay; and

- (c) the biller code of the Biller you wish to pay (this can be found on your bill); and
- (d) your customer reference number (this can be found on accounts or invoices you receive from Billers).

44.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer keyboard (where you are using the Internet).

44.3 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 45 Payments

45.1 You may use Internet Banking to direct us to make a BPAY Payment that is a Scheduled Payment from your Account.

If you use Internet Banking to schedule making a BPAY Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your Account at a later time.

You must ensure that the funds to make the BPAY Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY Payment once you have instructed us to make that payment.

45.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account (except for a mistake as to the amount you mean to pay – for those errors see clause 45.6 below). Clauses 47.3 to 47.5 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

45.3 Subject to clause 50, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see clause 50) on a Banking Business Day; or

(b) on the next Banking Business Day, if you tell us to make that BPAY Payment after our Payment Cut-Off Time (see clause 50) on a Banking Business Day, or on a non-Banking Business Day.

45.4 A delay might occur in the processing of a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment; or
- (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day; or
- (c) another Financial Institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY Scheme.

45.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 45.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

45.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to

make a BPAY Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

#### 46 **BPAY View®**

46.1 You can register for BPAY View at our website: **stgeorge.com.au**

46.2 If you register with BPAY View, whilst you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
  - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - (ii) that an event in clause 46.3 (b), (c), (d), (e) or (f) has occurred; and

- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement; and
  - (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you are registered you may receive a paper bill or statement from the Biller only in the circumstances set out in clause 46.3. For the purposes of this clause, we are the agent for each Biller nominated by you under (a) above; and
  - (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller; and
  - (e) agree that the BPAY View terms in these Terms and Conditions apply to you.
- 46.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - (b) if you or a Biller de-register from BPAY View or you no longer have an EFT Account with us;
  - (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
  - (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.
- 46.4 You agree that when using BPAY View:
- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
    - (ii) at the email address nominated by you;

- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
  - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
  - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

46.5 You must:

- (a) check your emails or our Internet Banking website at least weekly; and
- (b) tell us if your contact details (including email address) change; and
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and

- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

**47 Liability for mistaken payments, unauthorised transactions and fraud**

47.1 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

- (a) if you become aware of any delays or mistakes in processing your BPAY Payments; or
- (b) if you did not authorise a BPAY Payment that has been made from your Account; or
- (c) if you think that you have been fraudulently induced to make a BPAY Payment.

47.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 47.3 to 47.5. If the ePayments Code applies to your Account and a BPAY Payment is made on your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clauses 40.10 to 40.16. Otherwise, except as set out in clauses 47.3 to 47.5 and clause 53 and subject to clause 28.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

- 47.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.
- 47.4 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
  - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 47.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 47.6 If a BPAY Payment you have made falls within the type described in clause 47.4 and also clauses 47.3 or 47.5, then we will apply the principles stated in clause 47.4.
- 47.7 If a BPAY Payment you have made falls within both the types described in clauses 47.3 and 47.5, then we will apply the principles stated in clause 47.5.
- 47.8 Except where a BPAY Payment is a mistaken payment referred to in clause 47.3, an unauthorised payment referred to in clause 47.4 or a fraudulent payments referred to in clause 47.5, BPAY Payment are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

47.9 Even where your BPAY Payment has been made using a Visa Debit Card, no chargeback rights will be available under BPAY Scheme rules. Please refer to clause 16.7 for further information on chargebacks.

47.10 Your obligation under clauses 47.3 and 47.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 53.

47.11 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under this Section H; or
- (b) acted negligently or fraudulently in connection with these Terms and Conditions.

47.12 If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such

information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

## **48 BPAY View billing errors**

48.1 For the purposes of clauses 48.2 and 48.3, a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
  - (i) failure to give you a bill (other than because you failed to view an available bill);
  - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
  - (iii) giving a bill to the wrong person;
  - (iv) giving a bill with incorrect details;
- (b) if your BPAY View deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.

48.2 You agree that if a BPAY View billing error occurs:

- (a) you must immediately upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View billing error.

48.3 You agree that for the purposes of this clause you are responsible for a BPAY View billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## 49 Suspension

We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

## 50 Cut-off time

50.1 If you tell us to make a payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

### Cut-off time:

7 days a week: 5.30 pm (Sydney Time)

50.2 However, if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details, the payment may take longer to be credited to a biller.

## 51 When a Biller cannot process your payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) inform you of this; and
- (b) credit your Account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

## 52 Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments

that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

### **53 Consequential damage**

53.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

53.2 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **54 Privacy**

54.1 In addition to clause 46.2, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any

agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

(a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and

(b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's Financial Institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller.

Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the Financial Institution of either or both Billers; and

(c) that an event in clause 46.3 (b), (c), (d), (e) or (f) has occurred.

54.2 You must notify us, if any of your personal information changes and you consent to us disclosing your

updated personal information to all other participants in the BPAY Scheme referred to in this clause as necessary.

- 54.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in clause 1.
- 54.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or for you to use BPAY View.

## **Section I – Terms and Conditions that apply to Periodical Payments, Direct Debits and Direct Credits**

### **55 Terms and conditions of periodical payments and direct debits**

- 55.1 To arrange periodical payments you must apply to us. The form must be signed in accordance with the Authority to Operate held by us for the Account.
- 55.2 If your periodical payment application is approved by us, the authority may not take effect for up to 6 Business Days after the request is received.
- 55.3 The periodical payment authority will remain in force until:
  - (a) we receive:
    - (i) written notice from you to cancel or vary the authority; or
    - (ii) notice of the death, bankruptcy or insolvency of any of you; or
  - (b) the authority is cancelled by us.
- 55.4 You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Account. We will promptly process your instruction to cancel a direct debit request relevant to a Banking Service (except for a credit card account) we provide to you. If you wish to alter your direct debit facility, you

should contact the person who is debiting the funds from your Account.

55.5 We may decide not to make a periodical payment or direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money.

55.6 If we decide not to make the payment for this reason, we may still charge you a fee. Please refer to the Fees and Charges Brochure. From time to time we may allow you to overdraw your Account. We have no obligation to do so.

55.7 If we decide not to make the payment because there are not enough cleared funds in the Account or if we decide to make the payment and overdraw the Account, we may charge a fee. Please refer to the Fees and Charges Brochure.

Also, if the payment overdraws the Account, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time. You must repay the overdrawn amount immediately without further demand from us.

You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

Please refer to clause 20 for more information about overdrawing.

55.8 We do not have to inform you if a periodical payment or direct debit is not made.

55.9 If you request more than one periodical payment or direct debit, we will determine the order in which they are paid.

55.10 We may charge you a fee for periodical payments or direct debits and also debit your Account for any fees or charges passed on to us by another Financial Institution as a result of a periodical payment or direct debit. Please refer to the Fees and Charges Brochure.

55.11 When we make a periodical payment we are not acting as your agent or the agent of the payee.

55.12 If the periodical payment is to an account with us, we may credit that account before we draw the payment under your periodical payment authority. If we cannot draw that payment, we may reverse the credit we made.

55.13 If your Account is closed or the Cards issued on your Account are cancelled, you agree to notify in writing all payees whom you have authorised to make direct debits on your Account. If you do not notify all payees, we may continue to pay amounts drawn by the payee under the direct debit authority you gave the payee and debit those amounts

to another account in your name (see clause 54.14).

54.14 We will take and promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting the funds from your Account about such a complaint.

55.15 If a periodical payment is due to be made on a Sunday or a public holiday, we make the periodical payment on the next Banking Business Day. If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the next Banking Business Day.

## **56 Direct Credits/Salary Payments**

56.1 Direct credits are automatic deposits of funds into your Account. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.

56.2 We are not liable for any payments which you expect to receive, but which you do not receive.

56.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

## **Section J – Terms and Conditions relating to the operation of your Account by your Adviser**

### **57 Instructions we receive from your Adviser with Full Access**

57.1 If you have given your Adviser Full Access to your Account by ticking the relevant box in the application form, your Adviser and their employees, agents and consultants are authorised to operate the Account on your behalf, including effecting withdrawals, deposits, transfers and other operations by electronic means.

57.2 We are:

- (a) authorised to act upon all instructions which appear to have been properly created and sent by the Adviser, their employees, agents and consultants; and
- (b) not in any way liable to you for effecting transactions in accordance with those instructions; and
- (c) under no duty to make any enquiry whatsoever as to whether those instructions have in fact been issued by you or with your authority to your Adviser; and
- (d) not liable to you if we act on instructions which are the result of forgery, fraud or error or are given in excess of the authority of the Adviser or their employees, agents and consultants.

57.3 Subject to your rights and our obligations under the ePayments Code, all instructions shall have been deemed to have been properly issued by your Adviser, its employees, agents and consultants if the correct procedure prescribed by us has been used in operating the Account.

57.4 We are not obliged to act upon any instructions which appear, in our opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule or direction, or in circumstances which we deem inadvisable to effect such payments.

57.5 Subject to your rights and our obligations under the ePayments Code, you acknowledge that we may act, or decline to act, on any deposit or other instruction at our discretion and that we will be under no liability to you by reason of any act or omission whether or not negligent and whether or not pursuant to your request.

## **58 View Only Access**

58.1 If you have given your Adviser View Only Access by ticking the relevant box in the application form, your Adviser can view your Account details and not transact on your Account.

## **59 Liability for loss as a result of a share transaction not proceeding**

59.1 You acknowledge that we will not be held liable for any loss you may incur as a result of a share transaction or any other transaction not proceeding due to the dishonour of drawings on your Account, or as a result of us acting in accordance with the Terms and Conditions that apply to your Account.

## **60 Access to financial records**

60.1 Your Adviser and their employees, agents and consultants will have access to your personal financial records in respect of your Account and you authorise us to provide such access.

60.2 We have no liability for providing access under 60.1 or for any use to which the information is put.

## **61 Relationship between us and your Adviser**

61.1 You acknowledge that we are not an agent for your Adviser and your Adviser is not our agent except for the purpose of performing identification checks.

61.2 Your Adviser has no authority to bind us and we have no liability or responsibility for acts or representations of your Adviser.

## **62 Non-excludable rights**

- 62.1 Nothing in this Section J limits any non-excludable rights that you may have under any statute or the ePayments Code.

## **Section K – General Descriptive Information**

### **63 General Descriptive Information**

The following general descriptive information is for the guidance of customers of the Bank. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about account opening procedures and complaint handling procedures.

It is advisable that you inform us promptly if you are having financial difficulty so we can discuss your rights.

You may obtain from any branch further general information on any of the matters set out in this section.

#### **Read the Terms and Conditions**

We recommend that you read all the Terms and Conditions, Interest Rate, and Fees and Charges Brochure before you enter into the relevant contract with us.

#### **Tax File Numbers and Australian Business Numbers**

Each time you open an Account that earns interest, you will be asked if you wish to provide your Tax File Number (TFN) or Australian Business Number (ABN). That is because Accounts earning interest are subject to the A New Tax System (Pay As You Go) Act 1999.

You can provide your company or business TFN when you open the Account or at any other time. An ABN may be provided as an alternative to your TFN.

For Accounts in trust for someone else (such as a family trust) you should quote your own TFN or ABN. If, on the other hand, a formal trust has been established, you can quote the trust's TFN.

*What happens if I don't provide my TFN or ABN?*

Providing us with your TFN or ABN is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate plus the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata. Any type of bank account or investment that pays interest, dividends or unit trust distributions is affected by this legislation.

*When don't I need to provide a Tax File Number or ABN?*

Certain people are permitted to claim an exemption from quoting their number, and withholding tax will not be deducted. If you wish to claim an exemption you will need to tell us the type of exemption you are claiming. Those eligible include customers opening special Accounts where the income earned does not accrue to the person named as the Account holder.

*No tax advice given*

The information on TFNs and ABNs in this Section J does not constitute tax advice and is based on current tax laws and their interpretation.

*Will we disclose any information to the Australian Taxation Office about my Accounts?*

We are required to report details of interest and dividend income earned, withholding tax deducted and TFNs and ABNs quoted on an Account, to the Australian Taxation Office annually. The collection of TFNs and their use and disclosure are strictly regulated by the Privacy Act 1988.

## **Privacy**

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by asking at any St. George branch or by calling 133 800. Our privacy policy is also available by visiting our website: **stgeorge.com.au**

## **Combination**

We can combine the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (for example, one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

If you are an individual or a Small Business, the Code of Banking Practice requires us to promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

### **If you are in Financial Difficulties**

If you owe us money, we recommend that you tell us and your Adviser promptly if you are in financial difficulty.

### **Joint Accounts**

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries

under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint holders.

### **Cheques**

#### *What is a cheque?*

A cheque is a written order to a Financial Institution to pay a sum of money on demand. Financial Institutions provide cheque forms and generally insist on the use of these forms.

#### *Time taken for clearing a cheque*

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the

time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the Financial Institution on which the cheque is drawn (the two FIs could be the same); and
- (c) third, that Financial Institution will pay the proceeds of the cheque to us. Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to “cash”.

#### *How a cheque may be specially cleared*

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the Financial Institution where the cheque account is held (including a possible courier charge). Please refer to the Fees and Charges Brochure.

#### *What is the effect of crossing a cheque?*

If you cross a cheque you are telling a Financial Institution not to cash it across the counter. The cheque should then be paid to a Financial Institution (for example, into a customer’s account). If a Financial Institution does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words “not negotiable” between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

#### *What is the meaning of “not negotiable”?*

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her.

For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked “not negotiable”, the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

*What is the meaning of “account payee only”?*

These words on a cheque are a warning to a Financial Institution that the cheque should be paid only to the person named in the cheque as payee. If that Financial Institution credits a different person’s account, it may be liable to the true owner, unless the Financial Institution acted in good faith and without negligence (for example, by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

*What is the significance of deleting “or bearer”?*

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book). The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of”

may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

*How and when may a cheque be stopped?*

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque.

You can do this at any branch. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque you do not have to confirm that notice in writing.

We may charge a fee for stopping payment on a cheque. We will advise you of our fee for this service, on

request. Please refer to Interest Rate and Fees and Charges Brochure.

### *Reducing the risk of unauthorised alterations*

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the left hand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);
- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

### *Cheques returned unpaid or “dishonoured”*

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account to cover the cheque; or

- (b) there is some irregularity with your cheque, for example, your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (for example, by a change of the amount originally stated in it) and you have not initialled the alteration (some Financial Institutions even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

A dishonour fee may be charged by us to meet processing costs. Please refer to the Fees and Charges Brochure.

If a cheque you have deposited is dishonoured, we will advise you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs. Please refer to the Fees and Charges Brochure.

### *Financial Institution cheques*

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid

by the Financial Institution itself, rather than from a customer's account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are Members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

- (a) **Forged or unauthorised bank cheques** – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it;
- (b) **Bank cheque materially altered** – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque;
- (c) **Bank cheque reported stolen or lost** – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a

person who has no right to it. The bank may provide a replacement bank cheque for a fee;

- (d) **Court order restraining payment** – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force;
- (e) **Failure of consideration for the issue of bank cheque** – where a bank has not received payment for issuing a bank cheque to a customer (for example, the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
  - (i) has not given the value for it (for example, the bank cheque is stolen); or
  - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (for example, that the cheque in favour of the bank had been dishonoured).

Our fees for the issue of a bank cheque or a replacement bank cheque are set out in the Fees and Charges Brochure.

## Important

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on **1800 028 208**, 7 days a week (free call).

**For General Customer Enquiries**, please call 8.30am to 5.00pm (Sydney Time), Monday to Friday on **1300 786 379**

## Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

Senior Manager, Customer Relations  
Locked Bag 1  
Kogarah NSW 1485

Telephone (metro): **02 9553 5173**

Telephone (non-metro): **1800 804 728**

**After this, if the matter is still not resolved to your satisfaction contact:**

Financial Ombudsman Service (FOS)  
GPO Box 3  
Melbourne VIC 3001

Telephone: **1300 780 808**

**[www.fos.org.au](http://www.fos.org.au)**