

# Accessing your Account

29 March 2021

## Important information

You must notify *us* as soon as possible of the loss, theft or misuse of a card, security *code* or cheque. Please refer to the terms and conditions in this booklet for details on how to keep these items safe.

Any delay or failure to notify *us* will significantly increase the risk that fraudulent cheques could be written and/or unauthorised transactions performed on your account, for which you may be personally liable.

To report a lost/stolen card, cheque or unauthorised use or lost/stolen/disclosed *PIN/OBP/PAC/other code*, telephone 1300 652 220 or +61 8 8300 6000 (from overseas).

You can call *us* 24 hours a day.

Please be careful when performing transactions on your account because if you provide incorrect account information or details such as an incorrect *BPAY* biller code, account number or reference number, your transaction may be rejected or not received by the intended recipient.

If you have a query, concern or dispute concerning a *transaction service*, you should call *our* Customer Feedback Team on 1300 361 911 Monday to Friday between 8.30am and 5.00pm (AEST/AEDT).

This booklet contains terms and conditions for:

- Cheques
- Cards
- *BPAY*®
- Online Banking (Internet Banking)
- Express Line (Telephone Banking)
- Direct Debit Request
- Periodical Payment
- Auto Payment Plan
- Automatic Deduction
- Third Party direct debits.

### Contacting Us

If you have any questions or would like more detailed information you can:

- call *us* on 1300 652 220 or +61 8 8300 6000 (from overseas);
- visit *our* website at [adelaidebank.com.au](http://adelaidebank.com.au);
- email *us* at [enquiries@adelaidebank.com.au](mailto:enquiries@adelaidebank.com.au);
- write to *us* at GPO Box 1048 Adelaide SA 5001.

You should also contact *us* on the relevant telephone numbers above to report:

- a lost or stolen cheque or card or unauthorised use of a cheque or card; or
- a lost, stolen or disclosed *PIN, OBP, PAC* or other *code* or unauthorised use of any such *codes*.

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## 1. Introduction

This booklet contains terms and conditions that apply to *transaction services* provided by Adelaide Bank a Division of Bendigo and Adelaide Bank Limited.

Information in this booklet covers a variety of specific and general matters for customers. We have set out details of the *transaction services* that may be available to you (depending on the account you choose) to access your account. They include cheques, cards, *Home Banking Services*, *regular payments* and Third Party direct debits. Special provisions apply to certain *business* accounts as described in clause 27 of this booklet.

You should refer to the terms and conditions applicable to your account or contact us or your mortgage manager or your broker, to find out which *transaction services* are available on your account.

It is important that you read this booklet before you use or attempt to use a *transaction service*. If you do not understand or are unsure about any aspect of this booklet please contact us. You should retain this booklet for future reference.

Please read this booklet and the fees and charges information applicable to your account for details of when and how we may impose fees and charges.

### 1.1 Using this booklet

You should refer to the terms and conditions applicable to your account for the meaning of words that are in *italics* in this booklet.

#### Product Guides

##### For Savings and Transaction Accounts

This booklet forms part of the Savings and Transaction Accounts Product Guide and should be read together with Your Account Information booklet for Savings and Transaction Accounts and the Personal Banking Fees and Charges booklet.

##### For Business Cheque Accounts

This booklet forms part of the Business Accounts Product Guide and should be read together with Your Account Information booklet for Business Accounts and the Business Banking Fees and Charges booklet.

##### For transaction services related to Offset Accounts

This booklet forms part of the Offset Account Product Guide and should be read together with your Home Loan contract.

You may need to read the relevant Product Guide when this booklet refers you to the terms and conditions applicable to your account, and the relevant Fees and Charges booklet when this booklet refers you to the fees and charges applicable to your account.

##### Loans, overdrafts and credit facilities

For overdrafts, home loans, business loans, personal loans or *Visa credit accounts*, this booklet contains terms and conditions that are in addition to the terms and conditions contained in your credit contract or loan agreement. You may need to refer to those terms and conditions when using this booklet. You can obtain a copy of your terms and conditions by contacting us.

Unless you are already bound by these terms and conditions, the first use or attempted use by you or an operator of a *transaction service* will indicate your acceptance of these terms and conditions.

This booklet also covers information about the banker customer relationship between you and us.

## 2. How this booklet applies

### 2.1 Coverage of booklet

To the extent that the *ePayments Code* applies to transactions covered by these terms and conditions, these terms and conditions reflect the requirements of the *ePayments Code*. The *ePayments Code* is a voluntary code that is designed to give you protection in conducting funds transfers through electronic means. The *ePayments Code* does not apply to certain *business* accounts (see clause 27 of this booklet for details).

The terms and conditions in this booklet also cover the use of a card, *Home Banking Services* and other *transaction services* in situations where the *ePayments Code* does not apply.

Cards may usually be used to access any transaction accounts to which we have agreed the card is linked. The types of electronic transactions that are available using a card include ATM withdrawals, transfers, balance enquiries, and deposits, EFTPOS payments and withdrawals, *Bank@Post™* Agency Banking withdrawals and deposits, and in the case of a *Visa card*, telephone and internet *purchases*. *Visa cards* can also be used for non-electronic transactions (for example by using the card and signing a voucher).

*Home Banking Services* may usually be used to access transaction accounts where we have agreed to make such access available to you. The types of transactions that are available using *Home Banking Services* include *BPAY* payments, Express Line (Telephone Banking) transfers and Online Banking (Internet Banking) transfers and payments (including AnyPay and BatchPay payments).

Transaction accounts are generally accounts which permit the types of electronic transactions referred to above.

This booklet explains how you may use a cheque, *regular payment*, Third Party direct debit or *Visa card* to access your *Visa credit account*. However, this booklet does not set out the terms and conditions relating to the use of a *Visa credit account*. You will need to refer to the terms and conditions applicable to a *Visa credit account* for this information.

## 2.2 Application of terms and conditions in this booklet

The terms and conditions in this booklet are in addition to, and operate in conjunction with, the terms and conditions applicable to your account. You must comply with the terms and conditions that apply to your account to the extent that those terms and conditions are not inconsistent with or expressly overridden by the terms and conditions in this booklet. If there is any inconsistency between the terms and conditions in this booklet and the terms and conditions applicable to your account, then the terms and conditions in this booklet will apply to the extent of any inconsistency.

We draw your attention specifically to clause 35 – ‘Implied conditions and warranties’.

## 3. Access to your account

### 3.1 Summary of *transaction services*

You or an authorised operator can access your account by using certain *transaction services*, depending on the type of account you have with us. These services are:

<b>Transaction Services</b>	<b>Ways of using the <i>transaction services</i></b>	<b>Reference in this booklet</b>
Cheques	<ul style="list-style-type: none"> <li>• Branch withdrawals</li> <li>• Transfers and payments</li> </ul>	Part A
Cards	<ul style="list-style-type: none"> <li>• Branch deposit and withdrawals</li> <li>• ATM deposits and withdrawals</li> <li>• EFTPOS payments and withdrawals</li> <li>• <i>Bank@Post</i> withdrawals and deposits</li> <li>• Telephone <i>purchases</i> with <i>Visa card</i></li> <li>• Internet <i>purchases</i> with <i>Visa card</i></li> </ul>	Part B
<i>Home banking services</i>	Online Banking (Internet Banking) <ul style="list-style-type: none"> <li>• Transfers and payments</li> <li>• <i>BPAY</i></li> <li>• AnyPay</li> <li>• BatchPay</li> </ul> Express Line (Telephone Banking) <ul style="list-style-type: none"> <li>• Transfers and payments</li> <li>• <i>BPAY</i></li> </ul>	Part C
<i>Regular Payments</i> and Third Party direct debits	<ul style="list-style-type: none"> <li>• Auto Payment Plan</li> <li>• Automatic Deduction</li> <li>• Direct Debit Request</li> <li>• Periodical Payment</li> <li>• Third Party direct debits</li> </ul>	Part D

### 3.2 Applying for *transaction services*

To use the *transaction services* described in this booklet you may need to apply to us by such means as we permit from time to time. The forms you need to use will be provided to you with this booklet, sent to you in the post or can be collected from your mortgage manager or broker.

We can accept or decline your application at our discretion.

### 3.3 How much can you access?

In relation to any *access method*, we may set and vary dollar limits (maximum and minimum) for certain categories of transaction, each transaction within a category, cumulative transactions in a category or combination of categories (either at all or over a specified period of time), or on any other basis we determine. Without limiting the above we may set dollar limits for:

- cash withdrawals (the limits in the terms and conditions of your account or as otherwise notified to you, apply);
- *Home Banking Service* transfers or payments;
- all *Online Banking payments* including AnyPay and BatchPay to a specified *payee* or group of *payees*;
- *BPAY payments*; and
- any other type or types of *Home Banking Service*.

In addition to the above, a limit may be placed on withdrawals made using a *transaction service*:

- whether in cash or by cheque or otherwise;
- whether by number or amount or otherwise; and
- where in relation to a particular period of time or otherwise.

Withdrawals or transfers from your account may only be made in a manner permitted by *us*.

New limits for withdrawals may be introduced in the future. The limits may also be subject to change. For further details please refer to the terms and conditions applicable to your account.

### 3.4 When can you access your account?

The hours during which you can use an *access method* may be varied from time to time (eg. if we reasonably consider it necessary to prevent fraud or other losses to you or *us*). If we do so, we will notify you as soon as possible.

### 3.5 Malfunctions

If an *electronic banking device* malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using a card and signing your authorisation of the transaction.

We are not liable for any loss or inconvenience whatever where *electronic equipment* or an *electronic banking device* does not accept a transaction for any reason.

### 3.6 Authorisation

When a *user* uses an *access method*, you authorise *us* to act on the instructions given or entered.

When a *user* authorises an *EFT transaction* which we accept, we will issue a receipt (which for a *Home Banking Service* transaction may be an electronic receipt) as required by the *ePayments Code* (to the extent that it applies to the transaction). However, the transaction may not be processed until the next day on which we process such transactions.

### 3.7 Processing of Transactions

Transactions are processed as soon as practicable.

# Part A – Cheques

It is important that you read the general information about cheques, and familiarise yourself with your obligations and responsibilities in relation to the conduct of your account.

If you fail to observe your obligations and responsibilities you will not be able to make a claim in relation to any loss or damage that may occur, and you may be required to indemnify us in respect of any loss or damage.

## 4. General information about cheques (excluding bank cheques)

This clause gives you general information about cheques (excluding bank cheques). It is general information only.

For the terms and conditions relating to cheques see clause 5.

### What is a cheque?

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

### Cheque Clearing Process

In order to provide this convenient facility to you there is a fairly complicated and time consuming process involved, 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, although the process generally takes three (3) *business days*.

To help you understand how this works we have set out the process step by step:

- first, you deposit into your account a cheque you have received; then
- we will seek payment of the cheque from the bank on which the cheque is drawn (the two banks could be the same); then
- that bank will pay the proceeds of the cheque to us. Only then will funds from the cheque be cleared and made available to you.

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'.

The process for foreign cheques will generally take twenty (20) *business days*. Please note, that although you may be able to withdraw funds after this period

passes, the process may not be complete and the cheque may still be dishonoured. If the cheque is dishonoured prior to or after the 20 *business day* period we will reverse the cheque at the applicable exchange rate. If you have withdrawn the funds you will need to pay the applicable funds back to us.

### How a cheque may be specially cleared

If you want faster clearance of a cheque you can ask us for a special clearance. You should then ask for an estimate of the time it will take and the cost (or refer to the terms and conditions applicable to your account or fees and charges applicable to your account for the cost involved).

Our charge for a special clearance covers the extra administrative costs involved in making a special clearance request to the bank where the cheque account is held (including a possible courier charge).

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

If you cross a cheque you are telling a bank not to cash it across the counter. The cheque must be paid to a bank (for example into a customer's account).

If a bank 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 no greater rights than the person who transferred it to him or her.

For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque. In this example, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque was 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 bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as *payee*.

If that bank pays a different person, it may be liable to the true owner unless the bank 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. However, as a matter of policy, we will not usually accept such cheques into an account other than that of the *payee*.

### **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.

The words 'or bearer' mean that (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it, even if that person found it or stole it, unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. We generally require that bearer cheques are endorsed if they are to be paid other than to the named *payee*.

If you wish to alter this position by making the cheque an 'order' cheque, the simplest way is to cross out the words 'or bearer' which are printed on the cheque.

If so desired 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 bank) the bank on which the cheque is drawn should only pay it:

- to the named *payee*; or
- 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 a cheque may 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* by telephone. Please ensure all account signatories are available to authorise the stop. Alternatively you may visit a branch or send written instructions.

You should identify the cheque clearly to *us* by giving the amount, cheque number, date of the cheque and to whom it is payable.

### **Reducing the risk of unauthorised alteration**

When you write a cheque, you should take care to reduce the opportunity for forgery or 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:

- not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;
- never sign a cheque before it is used or filled out; and
- 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:

- there is not enough money in your account or your overdraft is not enough to cover the cheque;
- there is some irregularity with your cheque, for example if 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 signed the alteration;
- you have instructed *us* to stop payment of your cheque; or
- we have received notice of your mental incapacity, or of your death (and certain conditions have been met).

If we dishonour your cheque it means this cheque will not be paid by *us*.

If a cheque you have deposited is dishonoured, we will advise you of this. We will reduce the balance of your account by the amount of the cheque if it has already been credited to your account.

### **Lost or stolen cheques**

You must notify *us* as soon as possible of the loss, theft or misuse of your cheques. You can do this by contacting *us*. If you do not do this, you take the risk of someone forging your signature and drawing cheques on your account.



## 5. Rules relating to cheques

- 5.1 These terms and conditions apply to any cheque issued by *us* to enable you or an operator to draw on your account.
- (a) Each cheque issued by *us* in connection with your account is *our* property and must be immediately returned to *us* on demand.
  - (b) If the amount in words on any cheque varies from the amount expressed in figures then the lower amount prevails.
  - (c) When you draw a cheque on *us* it will, when the cheque is handed to *us*:
    - (i) be deemed to be a request by you to *us* to withdraw funds from your account for the amount shown on the cheque; and
    - (ii) constitute an authority to remit those funds to the *payee* of the cheque or the *payee's* bank.
  - (d) The person signing a cheque must:
    - (i) initial any alterations;
    - (ii) date the cheque on the date when it was signed; and
    - (iii) complete all details.
  - (e) You must take reasonable care in the management of your affairs, including having in place, adequate procedures to ensure that:
    - (i) only authorised persons sign cheques;
    - (ii) each cheque is completed properly and with due care so as to prevent unauthorised, stolen, forged or fraudulently altered cheques being presented for payment; and
    - (iii) each cheque is properly and correctly accounted for in your records.
  - (f) If when checking any cheque or particulars of any cheque, we find on it any irregularity or omission, we may dishonour or stop payment on the cheque on your behalf.
  - (g) You must keep cheque forms issued to you in a safe place and notify *us* immediately in writing if they are lost or stolen.
  - (h) You must notify *us* immediately if you suspect your cheque has been forged or fraudulently altered or has been drawn in whole or in part without authority from you.
  - (i) On receipt of each statement of account, you should check the entries carefully and promptly notify *us* if you have any cause to suspect that there is any cheque or transaction recorded on the statement that is incorrect or that you did not authorise.

- (j) The indemnities contained in clause 34 apply to any loss or damage suffered in relation to the matters referred to in this Part A.

- 5.2 If you lose, deface or destroy any cheque issued to you or it is stolen or misused then:
- (a) you must notify *us* of that fact immediately in writing; and
  - (b) you must give *us* any information or documents we reasonably request in relation to that event

## 6. General information about bank cheques

This clause gives you general information about bank cheques. It is general information only.

### What is a bank cheque?

The term 'bank cheque' describes a cheque which is to be paid by the bank itself, rather than from a customer's account.

Bank cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard bank cheques as cash, you should be aware that in certain circumstances a bank cheque may not be paid by the bank that issues it. To clarify this position, the banks who are members of the Australian Bankers' Association have adopted the procedures set out below in relation to bank cheques.

### 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 for it.

### 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.

### 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. The bank may require an indemnity and other documentation in this situation.

### 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.

### Failure of payment for the issue of a 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:

- has not given value for it (for example, the bank cheque is stolen); or
- 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).

Again, an indemnity and other documentation may be required in this situation.

## Part B – Cards

### 7. Types of cards

There are 3 types of cards that you may use to access your account:

- (a) **Cashcard** – this allows you access to your account;
- (b) **Visa Debit card** – this allows you access to your account;
- (c) **Visa Credit card** – this allows you access to your *Visa credit account*;

If you want to find out more about a *Visa credit account*, you will also need to obtain *our* terms and conditions applicable to a *Visa credit account*.

Caution! Your card is magnetically encoded. If the card is exposed to a strong magnetic field or comes into contact with a plastic security access card, the encoded information may be destroyed. The card may then be unusable in an *electronic banking device*.

### 8. Applying for a card

You may apply for a card or request *us* to issue a card to an operator by such means as we permit from time to time. We may accept or decline any such application or request at *our* discretion.

Each operator who has been issued a card must use their card on the same terms and conditions as apply to you. You should refer to the terms and conditions applicable to your account and Part E of this booklet for more details in relation to operators.

Not all account types can be accessed by use of a card.

### 9. Receiving a card

When a *user's* application for a card is approved we will advise the *users* of their *PIN* and:

- (a) where to collect the card in which case the *user* must attend at that place to collect the card and sign an acknowledging receipt of the card; or
- (b) subsequently send the card to the *user* by post.

You should refer to Part E of this booklet in relation to

our requirements for the security of your PIN.

Things to remember when a user gets a card	
Sign it	Sign the card as soon as it is received.
Valid from	A card is only valid from the 'valid from' date shown on it (if any, and if not, from when the card is issued by us) until the 'until end' date shown on it.
Who can use a card?	A card must only be used by the person named on it.
When will a card transaction be processed?	Transactions that are made using a card are processed as soon as possible.
Replacement card	We may issue a replacement card at any time.
Lost, defaced, destroyed, misused or stolen card	You or the relevant operator must notify us immediately in relation to any lost, defaced, destroyed, misused or stolen card, either in writing, in person at a branch, or by telephone (in which case written confirmation will be required) and must give us any information or documents we require in relation to that event. See clause 11.3 for further details on lost, stolen or misused cards.
Forgotten your PIN?	If you forget your PIN you can contact us or your mortgage manager with proof of your identity and we will issue a new PIN either via Australia Post or via SMS. Mobile number needs to be on file for SMS option.

## 10. Using your card

### 10.1 Using a card for purchases

You can use your card to access your account to pay for goods and services, and even withdraw cash at some locations. Your signature or your PIN can be used to authorise transactions from your account for Visa transactions. Your PIN is used to authorise transactions on other accounts.

You can normally use a card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and in the case of a *Visa card* overseas where the EFTPOS or Visa symbol respectively is displayed. You can also use your *Visa card* to buy goods and services through mail order, by telephone or by other means (such as the internet) where the merchant accepts that form of payment.

EFTPOS simply transfers the value approved by you from your selected account into the account held by the merchant.

To ensure a *Visa card* transaction is processed as a *purchase* via the EFTPOS facility you will need to select the 'CR' button. Your Visa account will be debited and

the transaction will be treated as a *purchase* from that account.

Where a transaction that would otherwise be a *purchase* is processed via an EFTPOS facility you will be able to select the appropriate 'CHQ' or 'SAV' button and then your account (or for a linked account, the account you have nominated to us as being linked to that button) will be debited and the transaction will be treated as a cash withdrawal from the relevant account.

The fact that the EFTPOS or Visa symbol or both is displayed at a merchant's premises does not mean that we guarantee that any or all goods and services available there may be obtained using a card. We are not responsible if a merchant refuses to accept the card, does not allow cash withdrawals or places other limitations on using the card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours.

We are not responsible for goods or services obtained by using a card, unless the law makes us liable. Therefore, if you have any complaints about goods or services you must take them up with the merchant.

You can use your card at a *contactless terminal* to perform a *contactless transaction* if your card is capable of performing such transaction. A cash withdrawal cannot be completed when performing a *contactless transaction*.

### 10.2 Authorising a payment

It is your responsibility to check that the correct amount is entered in a terminal or written in the 'total' box on a voucher or appears on any other record of a transaction before you authorise the transaction or sign the voucher. Some transactions also need authorisation from us. We may choose not to authorise a proposed transaction.

### 10.3 Sales Vouchers

You agree that any request by a *user* to a person authorised to display or use the Visa or Cashcard sign for the supply of goods or services (including through mail order, telephone or other means) is authority for such person to issue a sales voucher for the amount shown on the face of the voucher. You also acknowledge that, in the case of a request through mail order, telephone or other remote means, the sales voucher is to be treated as having been duly signed by the *user*.

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods and services to which the voucher relates (whether or not the voucher is signed by you).

We do not have to forward to you copies of sales vouchers for transactions effected by use of a card.

## 10.4 Withdrawing cash

### (a) Branches

To withdraw cash from your account at one of our branches, simply present your card at the counter. You may be asked to show suitable identification such as a photographic driver's licence or passport to identify that you are the authorised holder of the card.

If you do not have your card, you may still be able to withdraw cash from your account at a branch, subject to producing suitable identification and any other requirements that we wish to impose.

The amount of cash you can withdraw from a branch is subject to the amount of cleared funds in the account and any *available credit* for the account. If you want to withdraw more than \$5,000 from a branch you will need to give us notice of at least 24 hours prior to the withdrawal.

### (b) Electronic banking devices (ATMs and EFTPOS)

You may, subject to available funds in your account and any *available credit* for the account, obtain cash from an account up to the withdrawal limit set for the account by using a card in combination with your PIN at:

- (i) any of our *electronic banking devices*;
- (ii) any *electronic banking devices* of any other institution displaying the relevant symbol.

Some merchants who have an *electronic banking device* may also allow you to withdraw cash from an account at the same time as you pay for goods and services.

### (c) Bank@Post

You can withdraw cash from an account with us using *Bank@Post*.

### (d) Other important information about withdrawing cash

The amount of cash you can obtain using a card may vary depending on where you use the card.

The cash withdrawn from an *electronic banking device* will be in the denominations that the *electronic banking device* allows.

When the money comes out of the *electronic banking device* it is at your risk and we are not responsible if it is lost or stolen.

We do not warrant that an *electronic banking device* will always have money available.

Other financial institutions can determine from time to time what transactions can be carried out at their *electronic banking devices*.

We may charge you a fee for using our *electronic banking device* or someone else's *electronic*

*banking device*. Please refer to the fees and charges applicable to your account for these fees.

You must not put any matter or substance of an explosive, dangerous, damaging or offensive nature in an *electronic banking device*.

*Contactless transactions* are subject to separate transaction limits. These limits are imposed by us and the financial institution responsible for the EFTPOS terminal. We will notify you of the limits if your card can perform *contactless transactions*.

## 10.5 Using your card outside Australia

Cashcard	✗ No
Visa card	✓ Yes (subject to some conditions – see below)

You can also use your *Visa card* overseas to make Visa withdrawals at financial institutions and at any *electronic banking device* displaying the Visa symbol.

The use of a *Visa card* outside Australia is, where required by the Reserve Bank of Australia, subject to such exchange control or other requirements of the Reserve Bank as may be in force from time to time. These requirements may limit the purposes for which the card can be used overseas and the amount of cash that may be withdrawn. You can obtain details of those requirements (if any) from us at any time.

If a *Visa card* is used outside Australia, both *purchases* and *cash advances* will be converted to Australian dollars in the way that Visa International requires. All transactions will be listed on your statement of account in Australian dollars and in the equivalent foreign currency amount of the transaction.

## 10.6 Refunds

Your account will only be credited with a refund for a card transaction if we receive a refund voucher or other refund verification acceptable to us. A refund due to you will be applied in accordance with the terms and conditions of your account as if the refund were a payment. Please note that this sub-clause applies to refunds only and does not apply to any readjustment of the balance of an account as a result of an unauthorised transaction where you are not liable. Please refer to Part E of this booklet for those readjustments.

## 10.7 Use of a card

For the purposes of these card terms and conditions 'use' in relation to a card includes any physical use of the card (such as in an ATM) and any notification of use of the card number or any identifying number issued by us in relation to the card or an account.

## 11. Cancellation, return, loss and misuse of cards and chargeback rights

### 11.1 Suspension or cancellation of cards

We may at *our* option or at your request suspend or cancel the use of a card or retain a card presented to *us* or any other person.

A card issued in respect of an account must not be used after the account is closed or after the use of the card has been suspended or cancelled, and must be immediately returned as soon as:

- (a) we advise you the account is closed or the card use has been suspended or cancelled; or
- (b) you request that the account be closed or the card use be suspended or cancelled.

### 11.2 Return of cards

Each card issued by *us* is *our* property and must be immediately returned to *us* on demand.

You should refer to Part E of this booklet for details of what you must do if you are unable to return to *us* a card issued to an operator.

### 11.3 Lost, stolen, misused or unauthorised use of cards

It is vitally important for you to contact *us* as soon as possible if:

- (a) a card is lost or stolen; or
- (b) someone has fraudulently placed a telephone, internet or direct mail order against your *Visa card*; or
- (c) you suspect that a *PIN* or *password* is known to someone else or you suspect any unauthorised telephone, internet or mail use of an account or other type of unauthorised use involving a card.

If you are overseas and the card is a *Visa card*, please telephone or call at any financial institution displaying the *Visa* symbol.

Immediate notification may prevent an unauthorised person from using your card. If you do not tell *us* that your card has gone missing or if you disclose the *PIN* or *password* to someone else or leave a record of it with your card or act with carelessness in failing to protect *PIN* or *password* security, you may be liable for the bill arising from an unauthorised use of your account. For this reason, it is extremely important that you do not leave a record of your *PIN* or *password* either with your card or in a place where it can be easily found. However, you are not liable for losses resulting from an unauthorised transaction if that transaction took place after you notified *us* of the loss or theft of your card or where a card and *PIN* or *password* are used if it is clear that you did not contribute to such losses.

You should refer to Part E of this booklet for *our* requirements for the security of your *PIN* or *password* and other *codes* and in relation to your liability.

You will need to give *us* all relevant information you may have, so that we can suspend card access to the account and linked accounts. You may be required to confirm in writing any notice you give *us* by telephone. When you report the matter you may be given a notification number (or other form of acknowledgment). You should retain that number as confirmation of the date and time of your report.

If you recover a card that has been reported lost or stolen, the card must not be used again. Instead you should report the recovery to *us*, or, where it is a *Visa card* and you are overseas, to any financial institution displaying the *Visa* symbol. The card should then be cut in half and sent to *us* by security post.

### 11.4 Chargeback rights

*Visa* and *Mastercard* have a dispute resolution process that is contained in the operating rule of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a Disputed Transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any Disputed Transaction on your account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.

Your rights may be different if the Disputed Transaction is regulated by the ePayments Code of Conduct. In any event you should report all Disputed Transactions.

#### IMPORTANT

No refunds are available under credit card scheme rules where your *Visa* account is used to fund a *BPAY* payment through the *BPAY* scheme. Refunds in connection with the *BPAY* scheme can only be claimed using the process outlined in clause 17 of *Accessing Your Account*.

Where a dispute is resolved in your favour, we will make the necessary adjustments to any interest and fees charged as a result of your dispute.

To report an unauthorised transaction, please contact us by calling 1300 652 220.

## Part C – Home Banking Services (including BPAY)

### 12. Applying for Home Banking Services

You may apply for access to your account for you or an operator using *Home Banking Services* by such means as we permit from time to time. The *Home Banking Services* available to you will be determined by us from time to time.

Each operator who has *Home Banking Service* access must use the *Home Banking Services* on the same terms and conditions as apply to you. You should refer to the terms and conditions applicable to your account and Part E of this booklet for more details in relation to operators.

Contact us or your mortgage manager or broker to apply to access your account via any or all of our *Home Banking Services*.

We may accept or decline any such application at our discretion.

Some *Home Banking Services* may not be available where more than one signature is needed to operate your account.

### 13. Equipment for Home Banking Services

You need to supply and maintain your own equipment to use our *Home Banking Services*, including any *electronic equipment* necessary to enable you to use Online Banking or Express Line, which may include continuance of an account with a telecommunications network provider.

Customers using Online Banking are encouraged to take all reasonable steps to protect the security of their *electronic equipment* by ensuring that it is free from viruses and/or any form of program or mechanism capable of recording personal information.

### 14. Online Banking Password (OBP) and Personal Access Code (PAC)

When an application for access to an account via a *Home Banking Service* is approved, we will advise the user of their *Online Banking Password (OBP)* and/or *Personal Access Code (PAC)*. The user will be issued an OBP for Online Banking and/or a PAC for Express Line.

## Things to remember about your OBP/PAC

Lost, stolen or misused OBP/PAC or OBP/PAC disclosed to another person	If you or an operator lose your OBP/PAC or have any reason to believe that it has been lost, stolen, misused or disclosed to another person, you or the relevant operator must notify us immediately either in writing, in person at a branch, or by telephone (in which case written confirmation will be required) and must give us any information or documents we reasonably require in relation to that event.
Forgotten your OBP/PAC?	If you or an operator forget your OBP/PAC, you or the relevant operator can contact us or your mortgage manager with proof of your identity and we will arrange for a new OBP/PAC to be issued as soon as possible.

Where a new OBP is requested, or we reissue or change an OBP (which we may do at any time by notifying the user), then we will deliver the OBP to the user, including by SMS (short message service) to the user's mobile telephone or via an automated telephone service.

Where a new PAC is requested, or we reissue or change a PAC (which we may do at any time by notifying the user), then we may post or deliver the PAC to the user or require the user to collect it.

You should refer to clause 24 for more information on the security of your OBP/PAC.

### 15. Use of Home Banking Services

Using their customer number, PAC and a telephone, a user can access Express Line 24 hours a day, 7 days a week to:

- verify the balance of your accounts;
- pay bills using BPAY;
- transfer funds between your accounts with us;
- review your last transactions;
- order your cheque and deposit books when required; and
- reconcile your records with your account balances, your transactions and the amount of credit and debit interest for the financial year.

Using their customer number, OBP and electronic equipment with internet access, a user can have access to Online Banking to:

- pay bills using BPAY;
- check your account balances;
- transfer funds between your accounts with us;
- view and print transaction records;

- check available credit on your overdraft or Visa credit account with us;
- make payments to other bank accounts by using AnyPay or send multiple payments (for example, by using BatchPay);
- download/export your transaction data into other formats if needed;
- order your Adelaide Bank cheque books when required; and
- reconcile your records with your account balances, your transactions and the amount of interest for the financial year.

When you or an operator use Online Banking you must make sure that you are accessing the correct website and not some other website. Online Banking should only be accessed through our homepage at [adelaidebank.com.au](http://adelaidebank.com.au) or as advised by your mortgage manager. Failure to check this may cause you loss.

We do not have to accept any Home Banking Service instruction given to us and we do not have to notify a user if we have not accepted such an instruction.

We will make reasonable efforts to ensure that any request made through a Home Banking Service is dealt with promptly.

Except as provided in clause 16.8(a) we are under no obligation to notify you or an operator if any Home Banking Service payment is successful or unsuccessful. However, this sub-clause does not limit our obligation to provide a receipt where this is required by the ePayments Code.

You must ensure that your account from which a transfer or payment is to be made has sufficient available funds to enable the transaction to be performed by us.

Where we have instructions for more than one transfer or payment from your account we may determine the order of priority in which transfers or payments from your account are made.

If a user accesses Online Banking using mobile banking the user can access Online Banking to:

- pay bills using BPAY;
- check your account balances;
- transfer funds between your accounts with us;
- view transaction records;
- check available credit on your overdraft or Visa credit account with us;
- make payments to other bank accounts by using AnyPay to existing Anypay payees only.
- reconcile your records with your account balances and your transactions.

### **15.1 Misuse or unauthorised use of Home Banking Services**

We will accept and act on *Home Banking Service* instructions where a person or persons enter or quote:

- (a) a *users* customer number or, if required by us, a combination of customer numbers; and
- (b) the appropriate *OBP or PAC* (whether or not disguised using an alphabetical security coding as notified by us to the person at the time) or, if required by us, a combination of *OBPs or PACs* (whether or not so disguised).

Subject to any contrary terms and conditions in this booklet, any transfer or payment of funds made in the circumstances described in this sub-clause will be valid and constitute a permissible debit to the relevant account.

### **15.2 Suspension or cancellation of Home Banking Services**

We may suspend or cancel a *user's OBP/PAC* or access to any or all *Home Banking Services* at any time without notice. We will cancel an operator's access to any *Home Banking Service* on receipt of a written request by you. In the case of suspension, we may reinstate a *user's OBP or PAC* at any time without notice. We may also require the *user* to contact us before we reinstate a *OBP/PAC* or access, but we are not obliged to do this.

## **16. BPAY and Online Banking payment service**

Use of both *BPAY* and the *Online Banking payment service* are subject to these terms and conditions.

### **What is BPAY and our Online Banking payment service?**

*BPAY* enables customers to transfer payments to other parties via a central interbank processing system as cleared effects.

We are a member of *BPAY*.

With *BPAY payments*, you can (subject to any restrictions we impose) have 24 hour 7 day access through *Home Banking Services* or any other electronic means that we permit and a *biller* accepts to:

- pay bills; and
- get a receipt.

*BPAY payments* can be made from any account which allows 'at call' access to your funds through *Home Banking Services*.

We are a *biller*. You may also be able to transfer funds from an account you have at another financial institution which is a member of *BPAY*, to an account with us, through *BPAY*.

We will tell you if we are no longer a member of *BPAY*.

Our *Online Banking payment service* is our internet payment service including *AnyPay* and *BatchPay*:

- *AnyPay* allows an *AnyPay user* to debit their account and credit monies to another bank account.
- *BatchPay* allows a *user* to make multiple payments to registered recipient accounts held with various financial institutions with only one debit being made from the nominated account;

### **16.1 Access to Online Banking payment service**

Before we agree to allow you access to the *Online Banking payment service* for any *payee* we may require you to make an application to us regarding that *payee* in the form and containing such information as we require. We are under no obligation to agree to any or all *payees* nominated in any such application and we may make available *payees* who are not listed in any such application. We may suspend or terminate access to any *payee* at any time without notice.

We are under no obligation to check or confirm the identity of *payees* or other information provided about them (including their account number for receipt of payments).

### **16.2 Mistaken Internet Payments**

If you have made a *mistaken internet payment*, you should report it to us as soon as possible. We will investigate your reported *mistaken internet payment* and inform you of the outcome in writing within 30 business days of your report.

If we are satisfied that a *mistaken internet payment* has occurred, we will contact the *receiving bank*. We are not required to take any further action if we are not satisfied that a *mistaken internet payment* has occurred.

If the *receiving bank* is also satisfied that a *mistaken internet payment* has occurred the next actions will depend on whether the *unintended recipient* has sufficient funds available in their account.

Where the *unintended recipient* has sufficient funds available in their account, the process depends on when you reported the *mistaken internet payment*.

- (a) If you made the report within 10 business days, the *receiving bank* will withdraw the funds from the *unintended recipients* account.
- (b) If you made the report between 10 business days and 7 months, the *receiving bank* will give the *unintended recipient* 10 business days to establish that they are entitled to those funds. If the *unintended recipient* does not establish that they are entitled to the funds, the *receiving bank* will withdraw the funds from the *unintended recipients* account.



- (c) If you made the report after seven months, the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds. If the *unintended recipient* consents, the *receiving bank* will withdraw those funds from the *unintended recipients* account.

Where the *unintended recipient* does not have sufficient funds available in their account, the *receiving bank* will use reasonable endeavours to retrieve the funds from the *unintended recipient*.

Where the *receiving bank* withdraws the funds from the *unintended recipients* account, the *receiving bank* will return the funds to us. We will then return the funds to you.

We are not required to credit your account for the amount of an incorrect 'pay anyone' payment pending investigation of your report.

We are not required to backdate funds to your account received from an unintended recipient, nor are we required to adjust interest applied to your account.

If the *receiving bank* is not satisfied that a *mistaken internet payment* has occurred the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds.

You will be liable for losses arising from the *mistaken internet payment* if the *receiving bank* does not recover the funds from the *unintended recipient*.

If you are the *unintended recipient* of funds and if we are required to withdraw those funds from your account under the *ePayments Code* (as the *receiving bank*), you authorise us to withdraw those funds in accordance with the *ePayments Code*.

You may complain about the report by contacting the Customer Feedback Team on telephone 1300 361 911 8:30am–5:00pm (AEST/AEDT) Monday to Friday. If you are not satisfied with the outcome you may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

In this clause, the following words have these specific meanings:

**ADI** has the same meaning as 'Authorised Deposit-taking Institution' in the Banking Act 1959 (Cth).

**'mistaken internet payment'** means a payment by a user through an AnyPay or Batchpay internet banking facility and processed by an *ADI* through direct entry where funds are paid into the account of an *unintended recipient* because the user enters or selects a Bank/State/Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

- (a) the user's error; or  
(b) the user being advised of the wrong BSB number and/or account number.

This does not include payments made using *BPAY*.  
*receiving bank* means an *ADI* who subscribes to the *ePayment Code* where their customer is the *unintended recipient*.

'*unintended recipient*' means the recipient of funds as a result of a *mistaken internet payment*.

### 16.3 Information needed to use **BPAY**

When you tell us to make a *BPAY* payment, you must give us the following information:

1. The *biller* code which is located on the bill you wish to pay
2. Your customer reference number with the *biller*
3. How much you want to pay
4. Any other additional information we may require

Once this information is received, we will debit your account with the amount of the *BPAY* payment as set out in clause 16.4.

You acknowledge that we are not obliged to effect a *BPAY* payment if we do not receive this information or the information is inaccurate.

### 16.4 When will a **BPAY** payment or **Online Banking** payment be received?

- (a) You may authorise a *BPAY* payment or an *Online Banking* payment from your account:
- (i) with the funds to be drawn immediately in which case your account will be debited immediately; or
  - (ii) through *Online Banking*, with the funds to be drawn on a future specified date in which case your account will be debited on that future date. If that future date is not a *business day*:
    - the funds will be debited on the *business day* immediately preceding the nominated future date; or
    - if, after the date of authorisation and before the nominated future date there is no *business day*, the funds will be debited on the next *business day* after the nominated future date.

(b) For an *Online Banking payment*, regardless of the effective date (as determined by the terms and conditions of the account) on which you authorise funds to be drawn from an account, if:

(i) the day on which funds are drawn is a *business day* and the authorisation is completed:

- before 6.30pm in Adelaide, South Australia then the payment to the *payee* will generally be received by the *payee* on the next day that the Bulk Electronic Clearing System ('BECS') is operating in the State or Territory where the *payee's* account is located;
- after 6.30pm and before midnight in Adelaide, South Australia then the *payee's* account will generally receive the payment one *business day* later than if the authorisation had been completed before 6.30pm – more precisely, the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the first *business day* after the calendar day on which funds are drawn;

(ii) funds are to be drawn immediately and that day is not a *business day* then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the first *business day* after the day on which funds are drawn;

(iii) funds are to be drawn on a future date and that future date is not a *business day*, then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the date of the debit under clause 16.4(a)(ii).

(c) For a *BPAY payment*, regardless of the effective date (as determined by the terms and conditions of the account) on which you authorise funds to be drawn from your account and subject to the fact that a payment may take longer to be credited to a *biller* if you tell *us* to make the payment on a Saturday, Sunday or public holiday, or if another participant in *BPAY* does not process a payment as soon as they receive its details, if:

(i) the day on which funds are drawn is a *BPAY day* and the authorisation is completed:

- before 6.00pm in Adelaide, South Australia then the *biller* has agreed that the payment will be treated as received by the *biller* on that day;

- after 6.00pm and before midnight in Adelaide, South Australia then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

(ii) funds are to be drawn immediately and that day is not a *BPAY day*, then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

(iii) funds are to be drawn on a future date and that future date is not a *BPAY day*, then the payment will generally be treated as received by the *biller* on the first *BPAY day* occurring on or after the date of the debit under clause 16.3.(a)(ii).

### **16.5 BPAY payments may be delayed**

A delay may occur in processing a *BPAY payment* where:

- (a) there is a public or bank holiday on the day after you tell *us* to make a *BPAY payment*;
- (b) you tell *us* to make a *BPAY payment* on a day which is not a *BPAY day*;
- (c) you tell *us* to make a *BPAY payment* after 6.00pm in Adelaide, South Australia on a *BPAY day*;
- (d) another financial institution participating in *BPAY* does not comply with its *BPAY* obligations; or if
- (e) a *biller* fails to comply with its *BPAY* obligations.

While it is expected that any delay in processing of a *BPAY payment* for any reason set out in this sub-clause will not continue for more than one *BPAY day*, any such delay may continue for a longer period.

We will attempt to make sure that your *BPAY payments* are processed promptly by participants in *BPAY*.

### **16.6 Variation of BPAY and Online Banking payment instructions**

Any *Online Banking payment service* or *BPAY instruction* for funds to be drawn on a future date may be varied or revoked by any person who has complied with clauses 15.1(a) and (b) where the new instruction is given and received by *us* prior to the account being debited. Payments cannot be edited after 11:30am (CST) on *payment date*. We will act on such new instruction as if it had been given by you. Otherwise, once we are instructed to make such a payment, we will not accept instructions to stop or vary an *Online Banking payment* or *BPAY payment* or to withdraw or vary an instruction to make such a payment.

### **16.7 Errors in your BPAY payment instructions to us**

- (a) You should notify *us* immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see 16.7(b)) when instructing *us* to make a *BPAY payment*, or if you did not authorise a *BPAY payment* that has been made from your account. Clause

17 describes when and how we will arrange for such a *BPAY payment* (other than in relation to an underpayment) to be refunded to you.

- (b) 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 discover later that 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.

**16.8 No authorisation**

You are not authorised to give a *biller* code to any person in order to receive payments of any amount owing to you. *Biller* codes may only be used by the authorised *biller* to receive payment of bills issued by that *biller*. The terms and conditions of the use of *BPAY* will not apply to any use by you of *biller* codes in this way.

**16.9 Other important points about BPAY**

- (a) If we are advised that your *BPAY payment* cannot be processed by a *biller* we will:
  - (i) advise you of this;
  - (ii) credit the relevant account with the amount of the *BPAY payment*; and
  - (iii) take all reasonable steps to assist you in making the *BPAY payment* as quickly as possible.
- (b) You acknowledge that the receipt by a *biller* of a mistaken or erroneous *BPAY payment* does not or will not constitute under any circumstances part or whole satisfaction of an underlying debt owed between you and that *biller*.
- (c) You should check your account records carefully and must promptly notify us as soon as you become aware of:
  - (i) an unauthorised or erroneous *BPAY payment*;
  - (ii) any mistake or delay in processing a *BPAY payment*;
  - (iii) the possibility that you have been fraudulently induced to make a *BPAY payment*.

**16.10 Suspension and termination of access to BPAY**

We may suspend your right to participate in *BPAY* at any time:

- (a) where we have suspended or cancelled your *OBP* or *PAC* or your access to any *Home Banking Service*; or
- (b) if you or someone acting on your behalf is suspected of being fraudulent.

**16.11 BPAY and Visa**

- (a) Subject to the terms of the relevant account, where you use a *Visa card* to pay a bill through *BPAY* we treat that payment as a *purchase* transaction and not a *cash advance*.
- (b) If your *BPAY payment* has been made using a *Visa card*, there are no chargeback rights available under the card. You must contact the *biller* about any goods or services you may have agreed to acquire from the *biller* and resolve the dispute directly with the *biller*. Even if you have used a *Visa card* to make a payment, you may still have rights under clause 16.7 or clause 17.2.

**16.12 Privacy and BPAY**

You agree to us disclosing to *billers* nominated by you and if necessary the entity operating *BPAY* (*BPAY Pty Ltd*) or any other participant in *BPAY* and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement *BPAY*:

- (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 *BPAY*; and
- (b) such of your transactional information as is necessary to process your *BPAY payments*. Your *BPAY payments* information will be disclosed by *BPAY Pty Ltd* through its agent to the *biller's* financial institution.

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*.

You must notify us if any of your personal information changes. You consent to us disclosing your updated personal information to all other participants in *BPAY* referred to in this clause as necessary.

**16.13 How to access your personal information**

<b>Who to ask</b>	For information held by <i>BPAY Pty Ltd</i> ABN 69 079 137 518	For information held by <i>Cardlink Services Ltd</i> ABN 60 003 311 644
<b>Phone</b>	(02) 9922 3511	(02) 9646 9222
<b>Write</b>	Level 9, 20 Berry Street, North Sydney NSW 2060	Corner Park Road and South Parade Auburn NSW 2144

## 17. Liability and indemnity – BPAY

This clause sets out information about liability and BPAY. You should refer to part E of this booklet for further information about liability.

### 17.1 Limitation of your liability if ePayments Code applies

If you are liable under this clause 17 for an unauthorised or fraudulent payment made on or after 1 April 2002 and the *ePayments Code* applies, then your liability will not exceed the amount determined according to clause 31.

In these circumstances we will be liable to you for the difference between the amount for which you are otherwise liable and the amount of the unauthorised or fraudulent payment.

This clause 17 also applies if your account is a *business* account.

### 17.2 Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that your *BPAY payments* are processed promptly by the participants in *BPAY*, including those *billers* to whom your *BPAY payments* are to be made. You must tell *us* promptly if:

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

We will attempt to rectify any such matters in relation to your *BPAY payment* in the way described in this clause. However, except as set out in this clause 17, we will not be liable for any loss or damage you suffer as a result of using *BPAY*. The longer the delay between when you tell *us* of the error and the date of your *BPAY payment*, the more difficult it may be to perform the error correction. For example, we or your *biller* may not have sufficient records or information available to *us* to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the *biller* to correct the error.

### 17.3 Mistaken payments

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, you must pay *us* that amount:

- (a) if you were responsible for a mistake resulting in that payment; and
- (b) we cannot recover the amount of that payment from the person who received it within 20 *BPAY days* of *us* attempting to do so.

### 17.4 Unauthorised payments

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) the payment was made as a result of a payment direction which did not comply with *our* prescribed security procedures for such payment directions.
- (b) we cannot recover within 20 *BPAY days* of *us* attempting to do so that amount from the person who received it.

### 17.5 Fraudulent payments

If a *BPAY payment* is induced by the fraud of a person involved in *BPAY*, 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 *BPAY* knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### 17.6 Resolution principles

If a *BPAY payment* you have made falls within the type described in clause 17.4 and either 17.3 or 17.5, then we will apply the principles stated in clause 17.4.

If a *BPAY payment* you have made falls within both types described in clause 17.3 and 17.5 then we will apply the principles stated in clause 17.5.

### **17.7 Information we need about unauthorised BPAY payments**

If you tell us that a *BPAY payment* made from your account is unauthorised, you must give us your written consent addressed to the *biller* who received that *BPAY payment*, agreeing to us obtaining from the *biller* information about your account with that *biller* or the *BPAY payment*, including your customer reference number and such information as we reasonably require to investigate the *BPAY payment*. If you do not give us that consent, the *biller* may not be permitted under law to disclose to us the information we need to investigate or rectify that *BPAY payment*.

### **17.8 Indemnity – BPAY**

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 the *user's* obligations under the terms and conditions dealing with the use of *BPAY* and *BPAY payments*, or
- (b) acted negligently or fraudulently in connection with the agreement relating to the use of *BPAY* and making *BPAY payments* constituted by these terms and conditions.

### **17.9 Consequential damage – BPAY**

This sub-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 sub-clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this sub-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.

We are not liable for any consequential loss or damage you suffer as a result of using *BPAY*, 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.

# Part D – Regular Payments and Third Party direct debits

## Direct Debit Request Service Agreement

### 18. Types of regular payments

#### 18.1 What are regular payments?

Payment	Description
Auto Payment Plan	<p>Allows you to arrange to:</p> <ul style="list-style-type: none"> <li>• Have your <i>Visa credit account</i> payment made automatically from an account with <i>us</i> or another financial institution each month.</li> <li>• Make an automatic payment to your <i>Visa credit account</i> from another financial institution with a choice of weekly, fortnightly, monthly, quarterly, half-yearly or annual deductions.</li> </ul> <p>You can choose from the following <i>payment options</i>:</p> <p><i>Savings Option Available</i></p> <ul style="list-style-type: none"> <li>• Pay a fixed amount*</li> </ul> <p>Loan Repayment Options Available-</p> <ul style="list-style-type: none"> <li>• Make a minimum payment</li> <li>• Make a minimum payment plus an additional fixed amount</li> <li>• Pay a fixed amount</li> <li>• Pay the closing statement balance</li> </ul> <p>This service is free of bank charges from <i>us</i>.</p> <p>Where we are debiting your account with another financial institution you may incur a fee from that financial institution.</p> <p>*Only available for a transfer from another financial institution. For fixed amount transfers between Adelaide Bank accounts you can arrange an Automatic Deduction.</p>
Automatic Deduction	<p>Allows you to arrange automatic transfers between your Adelaide Bank accounts, including weekly, fortnightly or monthly payments to your loan account.</p> <p>You can choose from the following <i>payment options</i>:</p> <p><i>Savings Option Available</i></p> <ul style="list-style-type: none"> <li>• Pay a fixed amount</li> </ul> <p>Loan Repayment Options Available</p> <ul style="list-style-type: none"> <li>• Make a minimum payment</li> <li>• Make a minimum payment plus an additional fixed amount</li> <li>• Pay a fixed amount.</li> </ul>
Direct Debit Request	<p>Allows you to arrange automatic transfers to your Adelaide Bank loan accounts automatically from a financial institution of your choice.</p> <p>You can choose from the following <i>payment options</i>:</p> <ul style="list-style-type: none"> <li>• Make a minimum payment</li> <li>• Make a minimum payment plus an additional fixed amount</li> <li>• Pay a fixed amount</li> </ul> <p>This service is free of bank charges from <i>us</i>. Where we are debiting your account with another financial institution, you may incur a fee from that financial institution.</p>
Periodical Payment	<p>Allows you to arrange payments from your Adelaide Bank account to your accounts with other financial institutions.</p> <p>Payment of a fixed amount is the only <i>payment option</i> available.</p>

*Regular payments* can be made provided there are sufficient funds in your nominated *direct debit* account and you comply with the applicable terms and conditions in this booklet.

The *direct debit* account you wish to make deductions from must be one that has funds available 'at call'. You should note that *regular payments* may not be available on all accounts. If in doubt, please refer to the *ledger financial institution*.

Please note that you will be unable to access the amount of a *regular payment* we make for you from a *direct debit* account for 3 *business days* from the *payment date*.

We may, subject to any restrictions on the operation of the account, accept an instruction relating to *regular payments* from an operator. Any such instruction is subject to these terms and conditions as if the instruction had been given by you. You should refer to the terms and conditions applicable to your account and Part E for more information about operators.

### **18.2 Fixed amount payment option**

For all *regular payments* you can choose to have a fixed amount transferred weekly, fortnightly or monthly. The deduction amount will be the amount nominated by you and will be deducted at the frequency nominated by you.

Auto Payment Plan and Periodical Payment have the extra flexibility of quarterly, half-yearly or yearly deductions.

The fixed amount is transferred irrespective of any:

- (a) change to the minimum monthly payment required under the loan agreement if you have a loan account; or
- (b) minimum payment due or monthly *closing balance* if you are paying your *Visa credit account* (see clause 18.3 below on how this applies).

If at any time the fixed amount does not fulfil your obligations to make the minimum monthly payment or minimum payment due then you must arrange for the shortfall to be paid in accordance with the terms and conditions of your account.

### **18.3 Other payment options**

For customers with loan accounts or *Visa credit accounts* with us, your deduction *payment options* are as follows:

#### **(a) 'Minimum payment'**

*Automatic Deduction or Direct Debit Request*

The deduction amount will be the minimum monthly payment due on your loan account.

The term 'minimum monthly payment' means the minimum monthly payment required by the relevant loan account plus any monthly administration fee and rounded to the next whole dollar where such rounding occurs.

*Auto Payment Plan*

The deduction amount will be the minimum payment due on your *Visa credit account*.

The term 'minimum payment due' in relation to an Automatic Deduction means the amount shown as the 'minimum payment' for the *Visa credit* account on the most recent statement of account issued by us prior to the deduction plus any arrears amount if not already included in the minimum payment.

#### **(b) 'Minimum Payment plus an Additional Fixed Amount'**

*Automatic Deduction and Direct Debit Request*

The deduction amount will be the minimum monthly payment plus the fixed amount nominated by you.

*Auto Payment Plan*

The deduction amount will be the minimum payment due plus the additional fixed amount nominated by you. The additional fixed amount will be deducted irrespective of the minimum payment due or monthly closing statement balance.

#### **(c) 'Monthly Closing Statement Balance'**

*Auto Payment Plan only*

The deduction amount will be the monthly closing statement balance.

The term 'monthly closing statement balance' in relation to Automatic Deduction means the debit amount shown as the '*closing balance*' for the *Visa credit* account on the most recent statement of account issued by us prior to the deduction.

### **18.4 Additional rules relating to regular payments for loan or Visa credit accounts**

For customers with loan accounts or *Visa credit accounts* with us, the *payment options* are as follows:

#### **(a) Weekly or fortnightly payments**

*Automatic Deduction and Direct Debit Request only*

Where the 'minimum payment' *payment option* or 'minimum payment plus an additional fixed amount' *payment option* has been chosen, if you nominate a frequency of fortnightly or weekly your deduction amount will be the minimum monthly payment divided by two or four respectively and rounded up to the next whole dollar (plus the additional fixed amount where applicable).

(b) **Loan repayment changes**

*Automatic Deduction and Direct Debit Request only*

Where the 'minimum payment' *payment option* or 'minimum payment plus an additional fixed amount' *payment option* has been chosen, in the event of a change in the repayments required under the loan account we will automatically change the deduction amount to reflect the new minimum monthly payment at the frequency you have nominated and rounded up to the next whole dollar as described above (plus the additional fixed amount where applicable) from the time determined in accordance with sub clause 18.4(c).

(c) **Time of change to deduction amount**

*Automatic Deduction or Direct Debit Request only*

Where the 'minimum payment' *payment option* or 'minimum payment plus an additional fixed amount' *payment option* has been chosen:

- (i) If the nominated frequency for a Direct Debit Request or Automatic Deduction is monthly and there is a repayment change required under the loan account, the new deduction amount will first be deducted on the first date of deduction from which we require payment of the new amount in accordance with the terms of the loan account, and monthly thereafter.
- (ii) If the nominated frequency for a Direct Debit Request or Automatic Deduction is fortnightly or weekly and there is a repayment change required under the loan account, the new deduction amount will first be deducted on the first date a deduction is due to be made on or after the commencement of the first billing cycle in respect of which we require payment of the new amount in accordance with the terms of the loan account, and fortnightly or weekly thereafter as the case may be.

(d) **Your acknowledgement**

*Automatic Deduction or Direct Debit Request only*

Where the 'minimum payment' or 'minimum payment plus an additional fixed amount' *payment option* has been chosen then you acknowledge that any Direct Debit Request or Automatic Deduction that you authorise to be made from an account to a loan account on a fortnightly or weekly basis are voluntary payments to be made in advance of the monthly due date required by such loan account. You authorise us to change the deduction amount so that you have made the minimum monthly payment (plus the fixed sum where applicable) by the monthly due date as required by that loan account.

(e) **Loan account yet to be drawn**

*Automatic Deduction and Direct Debit Request only*

In the case of a payment to a loan account that is yet to be drawn, the date of the first direct debit or automatic deduction will be on the first due date under the loan account (where monthly frequency is chosen). Where weekly or fortnightly frequency is chosen the date of the first direct debit will be 21 days (where weekly frequency is chosen) and 14 days (where fortnightly frequency is chosen) before the first due date under the loan account.

(f) **Adjustments of payments**

*Auto Payment Plan only*

If you make a separate payment to your *Visa credit* account or receive a refund from a merchant after your statement of account and before your nominated *payment date*, Auto Payment Plan will take this into account and adjust the payment accordingly. For example, if you have chosen the 'minimum payment option' and your due amount is \$150, and you then make a separate payment of \$50, Auto Payment Plan will automatically reduce the transfer amount to \$100. Similarly, if you have chosen the 'monthly closing statement balance' *payment option*, the Auto Payment Plan will automatically adjust the amount to be transferred by the credits (payments) made to your account. Remember, if you choose the fixed *payment option*, this amount will be transferred irrespective of any transactions made during this time.

If you exceed your allocated *credit limit* you will need to pay this *over limit amount* immediately to ensure that your *direct debit* account is kept in order.

## 19. General terms applying to regular payments and Third Party direct debits

For the purpose of this clause you can contact us by:

- visiting your mortgage manager;
- post to Access and Payment Systems, GPO Box 1048, Adelaide, SA, 5001; or
- fax on (08) 8300 6765.

Any complaint that you have in relation to an unauthorised or otherwise irregular payment can be made by contacting us using the above options.

### 19.1 Applications

You may apply for a *regular payment* by filling out the application form and returning it to us.

Application forms can be sent to you in the post or can be collected from your mortgage manager.

We can only begin to make a *regular payment* once we have processed your application.



Applications for a *regular payment* can take up to and including 5 *business days* to process. If a payment is due during this period, you will need to arrange an alternative method of payment.

Once you authorise *us*, we will arrange for the agreed amount to be debited from the nominated *direct debit* account and paid in accordance with your request.

### **19.2 Sufficient funds must be available**

For an Automatic Deduction or a Periodical Payment, you must agree to have a minimum *available balance* or *available credit* in your *direct debit* account from which the *regular payment* is to be made. The minimum *available balance* or *available credit* must be equal to the deduction amount plus *charges* not posted to the *direct debit* account plus any minimum balance required to be maintained in the *direct debit* account. This amount must be held in the *direct debit* account by 5:00pm on the banking day immediately preceding the day on which the deduction is to occur and you must retain such minimum balance in your *direct debit* account until the deduction has occurred.

### **19.3 The payment date**

For a Direct Debit Request and an Auto Payment Plan, where the *payment date* is the 29th, 30th or 31st day of a month, in a month that does not contain these days, then we will make the payment or transfer on the first day of the next month. Where the *payment date* is not a banking day or if some financial institutions are not open for business on that day, then we will make the payment or transfer on the next banking day or when the financial institution is next open for business. For further information about when a Direct Debit or Automatic Deduction will be debited to the account, you should contact the *ledger financial institution*.

For an Automatic Deduction and a Periodical Payment, where the day of deduction is not a banking day your deduction will occur on the preceding banking day.

### **19.4 Debiting your account**

For a Direct Debit Request or an Auto Payment Plan, you authorise the *ledger financial institution* to debit the *direct debit* account with any amounts that we may debit or charge you through the *direct debit system*.

Information in relation to you, your account and the *regular payment* may be disclosed by *us* to the *ledger financial institution* in connection with a claim relating to a *regular payment*. Information in relation to your *direct debit* account may be disclosed by the *ledger financial institution* to *us* in connection with a claim in relation to a *regular payment*.

For a Direct Debit Request or an Auto Payment Plan, you authorise *us* on the *payment date* (or other day as determined under clause 19.3) to debit the *direct debit* account with an amount calculated in accordance with the nominated payment amount.

### **19.5 Deductions**

All *regular payments* we make for you either from or to your account or *direct debit* account are treated as payments to you or by you.

### **19.6 Deduction amount may be changed by us**

Where the *direct debit* account is with another financial institution, we may change the deduction amount through the *direct debit system*.

### **19.7 Stopping or cancelling your regular payments**

When you have authorised *us* to make a *regular payment* either from or to your account or *direct debit* account and you want to cancel the *regular payment*, you must advise *us* in writing at least 2 *business days* prior to the next *payment date*.

You should direct all requests to stop, cancel, defer or vary a *regular payment* and all disputes to *us*.

We also suggest that the same instruction is made in writing to the *payee*.

Cancellation will only take effect when we have processed your request. We will promptly process your request.

### **19.8 Changing your regular payments**

You may change a *regular payment* by filling in a new application form which can be sent to you in the post or can be collected from one of *our* branches or your mortgage manager.

Note – any signature restrictions on your account may apply to the authorisation of a *regular payment*.

After we have received the application form, we require 2 *business days* to process the change. You must advise *us* in writing of the change at least 2 *business days* prior to the next *payment date*.

We will provide you with at least 14 days notice if we intend to vary terms and conditions of the Direct Debit Request Service Agreement contained in this Part D.

### **19.9 Terminating your regular payment**

Any arrangement in relation to a *regular payment* will be terminated without notice to you if we decide, or the *payee* advises *us*, that no further payment is required.

We may at *our* discretion terminate any arrangement relating to a future *regular payment* at any time by notice in writing to you.

A request for a *regular payment* will remain effective for the protection of *us* in respect of *regular payments* made in good faith notwithstanding your death, bankruptcy, insolvency or revocation of any request for the *regular payment*. If we receive written notice that you have died or become bankrupt or *insolvent* or revoke your request, the *regular payment* will be cancelled once the notice is processed. This provision does not apply to a Direct Debit Request.

### 19.10 Fees for regular payments

We may charge you a fee for effecting *regular payments*. For a Direct Debit Request and an Auto Payment Plan, we may also charge you a fee if a direct debit or automatic deduction is returned unpaid by the *ledger financial institution*. Please refer to the terms and conditions applicable to your account or fees and charges applicable to your account for details of fees and charges that apply to *regular payments*.

### 19.11 Ensuring accuracy of regular payments

To ensure accuracy for a Direct Debit Request or Auto Payment Plan, you should confirm *direct debit* account details by reference to a recent account statement issued by the *ledger financial institution*. In the case of a Direct Debit Request, it is advisable to check with the institution that you are nominating the debit to occur from to ensure they will accept your payment on the *direct debit* account.

Before you arrange a *regular payment* to someone else check that they are able to receive the *regular payment* and that you are able to make a *regular payment* from your account with *us*.

### 19.12 Order of priority of payments

For an Auto Payment Plan and a Direct Debit Request, the *ledger financial institution* may in its absolute discretion conclusively determine the order of priority of payment by it of any moneys, pursuant to this or any other authority or withdrawal request which you have given or may give to the *ledger financial institution* in relation to your *direct debit* account.

For an Automatic Deduction and a Periodical Payment, we may at *our* absolute discretion conclusively determine the order of priority of payment by *us* of any moneys, pursuant to this or any other authority or withdrawal request which you have given or may give to *us* in relation to your account.

### 19.13 Liability for loss

For all *regular payments* we are not responsible or liable for any loss or damage suffered by you or anyone else if a *regular payment* is not made, is late, or is not made in accordance with instructions except where the loss or damage is caused or contributed by fraud, wilful default or a negligent act or omission on *our* part.

### 19.14 Inconsistency

For a Periodical Payment and an Automatic Deduction, where there is an inconsistency between these conditions and the terms and conditions on any application form or other document(s) in relation to a *direct debit* account the terms and conditions on that application form or other document will prevail.

For a Direct Debit Request and an Auto Payment Plan, where there is an inconsistency between these conditions and the terms and conditions applicable to an account, the terms and conditions in this booklet will prevail.

For the purposes of this sub-clause, 'conditions' means the terms and conditions in this booklet as amended from time to time or any terms and conditions adopted in substitution thereof and where the context permits includes all other conditions (including any conditions appearing on an application form) relating to:

- (a) a Direct Debit Request authority; and
- (b) an Automatic Deduction authority.

### 19.15 What are Third Party direct debits?

#### Third Party direct debits

Allow you to arrange with a third party (such as your health fund) for that third party to debit amounts directly from your account (by providing your BSB and account number) on your behalf. You will need to apply to the third party to arrange a Third Party direct debit, and this arrangement is between you and the third party.

This also includes *Regular Payment Arrangements* where either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

### 19.16 Third Party direct debits

All Third Party direct debits made from your account are treated as payments by you. Before you arrange a Third Party direct debit you must check that you are able to make the direct debit from your account held with *us*. When arranging a Third Party direct debit, you should also ensure your account details are correct by reference to a recent account statement issued by *us*.

A Third Party direct debit can be made provided there are sufficient funds in your account. We may charge you a fee for processing a Third Party direct debit. Such fee will be deducted from the account from which the debit is made at or after the time the debit is made. In the case of you having insufficient funds in your account, we may dishonour the Third Party direct debit and you may incur a fee. Please refer to the terms and conditions or fees and charges applicable to your account for details of the fees and charges that apply to Third Party direct debits.

You must check your account statement and notify *us* as soon as possible if you think that an amount debited to your account by a third party was unauthorised or incorrect. Any complaint that you have in relation to an unauthorised or otherwise irregular Third Party direct debit can be made by contacting *us*. We will promptly process your request. You should also contact the relevant third party in relation to any disputed amounts.

### **Cancel a Third Party direct debit**

You may cancel a Third Party direct debit at any time by giving written notice to *us*.

You must advise *us* in writing at least 2 *business days* prior to the next *payment date* to ensure your next payment is not processed. Cancellation is not effective until we have processed your request. We also suggest that the same instruction be made in writing to the third party.

You should be aware that there is a risk that the third party may continue to debit amounts from your account even after you have cancelled the Third Party direct debit.

Without limiting any other provision in these terms and conditions, if you arrange a Third Party direct debit you agree to indemnify and release *us* from all liability which we may incur if:

- a Third Party direct debit is not made;
- a Third Party direct debit is made late or is not made in accordance with your instructions; or
- a cancellation request is given too late to enable a Third Party direct debit to be cancelled.

You authorise *us* to debit your account with the amount of the indemnity. This indemnity and release will not apply to the extent that the liability is caused or contributed by fraud, wilful default or a negligent act or omission on *our* part.

We may at *our* absolute discretion conclusively determine the order of priority of payment by *us* of any moneys pursuant to any Third Party direct debit authority given by you in relation to your account.

### **Regular Payment Arrangement with a merchant**

In relation to a Regular Payment Arrangement with a merchant:

- You are encouraged to maintain a record of any Regular Payment Arrangement entered into with a merchant using your card number.
- To either change or cancel any Regular Payment Arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Regular Payment Arrangement we must accept the merchant's transaction. If

possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

- Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing Regular Payment Arrangement to ensure arrangements continue. If you fail to undertake this activity your Regular Payment Arrangement either may not be honoured by *us* or the merchant may stop providing the goods and/or services.
- Should you elect to close your card account or your account is closed by *us* you should contact the merchant to amend any Regular Payment Arrangement set up using your card number; as the merchant may stop providing the goods and/or services.

# Part E – General

## 20. Deposits

### 20.1 Where are deposits accepted?

Deposits of cash and cheques may be made at:

- (a) *our* branches;
- (b) some of *our* *electronic banking devices*; and
- (c) post offices displaying the *Bank@Post* symbol.

Other parties may also make a deposit to your account via various electronic and other means available to them. When advising another party to credit your account you will need to provide them with *our* BSB number (610101) and your direct debit/credit number (as shown on your statement of account).

### 20.2 Deposits into your account

- (a) When we receive deposit

Cheques deposited to your account are not available to be drawn against until the funds have been cleared and paid. Except as otherwise stated in these terms and conditions, we can apply a deposit made to your account in any way we choose.

If you wish to dispute the amount of a cash or cheque deposit recorded into your account, contact *us* with your deposit receipt. We will make any necessary adjustments to the account once we have verified the amount that was deposited.

You must pay in Australian dollars in Australia (it is not possible to make payments overseas).

- (b) *EFT transactions* (electronic deposits)

For an *EFT transaction* which is a deposit of cash or a cheque into an account:

- (i) such deposit is subject to receipt and subsequent verification by *us*; and
- (ii) where there is a discrepancy between the amount recorded by the *electronic equipment* or *access method* as having been deposited and the amount recorded by *us* as having been received, you will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the nominated account.

The security of deposits received at *our equipment* is *our* responsibility from the time the *EFT transaction* at *our equipment* is completed (subject to verification of the amount(s) deposited).

### 20.3 Lost deposits

To the full extent permitted by law we are not liable for any loss (*including* consequential loss arising from *our* negligence) arising from the loss or theft of any cheque, payment order, bill of exchange or bank draft deposited with *us*. In addition to other rights, we may recover the amount of any such cheque, payment order, bill of exchange or bank draft by debiting an account to which the amount of the cheque, payment order, bill of exchange or bank draft had been credited. If we do so, we will notify you as soon as possible.

## 21. Accessing joint accounts

If you hold your account jointly with another person you can all agree with *us* to authorise one or more of you to operate the account independently. This means that authorised person or persons can withdraw money from your account. Subject to this clause, this authorisation can be altered at the written request of all of you. However, any one of you can require (in writing) the account to be operated only on the signature of all parties.

If there is a card linked to your account then the signature of one of you is all that we require for:

- (a) any notice or request for withdrawal of moneys; or
- (b) receipts for money paid.

In this event, any request for the account to be operated on other than by the signatures of any one of you will result in card access by all parties to the account being cancelled.

Notwithstanding anything else stated in these terms and conditions and unless we agree otherwise, we require the signatures of all of you in respect of the appointment or removal of operators to your account and to close an account or access to *transaction services*.

If you hold your account jointly with another person, you authorise *us* to accept for the credit of your account any cheque payable to any one or more of you.

## 22. Letting other people (operators) use your account

You should refer to the terms and conditions applicable to your account to find out who you can nominate to use your account and for general terms and conditions relating to operators.

Where you authorise another person to use a *transaction service* on your account and we agree to such authorisation, you are bound by any such use by that operator as if the transaction had been performed by you.

You should ensure that an operator is familiar with:

- (a) the terms and conditions in this booklet (prior to that operator using a *transaction service*); and

- (b) any changes we make to these terms and conditions (operators should note that we may not be obliged to notify them of those changes).

We will provide a copy of this booklet to you or an operator at any time upon request.

An operator's rights to use your account will be withdrawn when you notify us in writing that you want that to happen, and either any card issued to the operator has been returned to us or you have taken reasonable steps to return the card to us. If you are a joint account holder, all of your signatures are required.

If you are unable to return to us a card issued to an operator you may place a temporary stop on the access that the operator has to your account. However, unless and until the card issued to the operator is returned to us the stop will not necessarily prevent the operator from using the card. Unless you have taken reasonable steps to return the card to us, you will incur liability for all transactions arising from the use of the card by the operator. We may require you to make a written statement outlining the steps you have taken in attempting to return the card to us. You may place a temporary stop on the operator's card by attending at a branch or by sending us a request in writing.

## 23. Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clauses 11 and 31 you will be liable for all transactions arising from the use of a payment instrument until you have advised us of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact us immediately.

## 24. Guidelines – access method security

### IMPORTANT NOTICE

This clause sets out guidelines for users on ensuring the security of an access method. These are guidelines only.

For circumstances in which you are liable for losses resulting from 'unauthorised EFT transactions', see clause 31. Your liability for losses resulting from unauthorised EFT transactions will be determined under the ePayments Code (as reflected in clause 31) rather than this clause 24, except where your account is a business account in which case your liability for such losses will be determined under clause 31.1.

You should ensure that operators are familiar with these guidelines as you may be liable for losses those operators incur in relation to your account.

You should also refer to clause 33 in relation to your liability for other unauthorised transactions.

### 24.1 Keeping your cards and codes secure

You may be provided with four types of security code numbers which you will need to access your account using a card or Home Banking Service. The PIN must be used to access your account through ATM's and EFTPOS retailers. A OBP or PAC must be used to access your account through Home Banking Services, OBP for Online Banking and PAC for Express Line.

An online authentication password must be used to access your account when making online purchases at participating Verified by Visa online merchants.

The security of access methods, in particular, cards, PINs, OBPs, PACs and password (or any other code) is very important. Users must make every effort to see that their card and any record of their PIN, OBP, PAC and password or other code are not misused, disclosed, lost or stolen. These guidelines are designed to assist you with security and to reduce the incidence of losses that you or we may incur.

### 24.2 Security Guidelines Generally

(a) Users should:

- (i) sign a card as soon as it is received;
- (ii) not voluntarily disclose a PIN, OBP, PAC or password or other code to anyone (including to a family member or friend);
- (iii) take reasonable steps to prevent another person observing the user entering their PIN, OBP, PAC or password or other code;
- (iv) not permit any other person to use any card that has been issued to the user;
- (v) if we permit the user to select or change a PIN, OBP, PAC or password or other code, not select a numeric code that represents the user's birth date or an alphabetical code which is a recognisable part of the user's name;
- (vi) when using Online Banking:
  - exit the bank application before leaving the computer unattended; and
  - take reasonable steps to maintain the security of the user's hardware and software;
- (vii) not record their PIN on their card, or keep a record of their PIN on any article or articles normally carried with the card, or which are liable to loss or theft with the card;
- (viii) not record their OBP, PAC or other code used to access a Home Banking Service on a telephone or computer, or keep a record of their OBP, PAC or any article or articles containing such other code which are liable to loss or theft with the record of the OBP or PAC.

- (b) If a *user* requires a memory aid to recall their *PIN*, *OBP*, *PAC* or *password* or other *code*, then if the *user* makes a record of that *code* they should make a reasonable attempt to protect the security of the *code* record.

For example, *user's* should:

- (i) make a reasonable attempt to disguise the *code* within the record;
- (ii) take reasonable steps to prevent unauthorised access to the *code* record, for example:
  - by hiding or disguising the *code* record among other records or in places where a *code* record would not be expected to be found;
  - by keeping the record of the *code* in a securely locked container; or
  - where the *code* is stored electronically, prevent unauthorised access to the relevant electronic record.

*Users* should not:

- (i) record a disguised *PIN* or *password* on their card or record a disguised *OBP*, *PAC* or other *code* used to access a *Home Banking Service* on a telephone or computer;
- (ii) disguise their *code* by reversing the number sequence;
- (iii) disguise a *code* using alphabetical characters or numbers (for example A=1, B=2, C=3, etc);
- (iv) disguise a *code* using any of the following combinations (or parts of them):
  - dates of birth;
  - personal telephone numbers;
  - car registration numbers;
  - family members' names;
  - social security numbers;
  - licence numbers;
- (v) describe their disguised record as 'internet banking code', 'online code', 'access line code', 'PIN record', 'OBP record', 'PAC record', 'personal access code record', 'password record' or anything similar;
- (vi) store their *code* in any low security electronic device of any kind, such as calculators, personal computers and electronic organisers.

Other means of disguise may also be inappropriate as they may allow someone else to ascertain the *user's code*. *Users* should exercise extreme care if they decide to record a memory aid for a *code*.

## 25. Contractual relationship

Your contract with *us* will govern *our* relationship. As well as the express written terms of the contract, there may be implied terms relating to ordinary banking matters. The type of banking service you have or request is also relevant. For example, it is a debtor and creditor relationship with a loan or deposit account. For a deposit account this means we owe you money and for a loan account you owe *us*.

Your contract will usually commence when your account is opened, however it may be earlier – for example when we first become bound to provide banking services to you.

Our relationship may automatically stop in some cases. For example, if you close your account, you become bankrupt or *insolvent*, or if you die. If we want to end *our* relationship, in most cases we will give you reasonable notice (eg. if we reasonably consider it necessary to prevent fraud or other losses to you or *us*). If we do so, we will notify you as soon as possible.

As well as your contract, the *ePayments Code* and the *Banking Code of Practice*, we comply with legislation and a number of industry codes of practice that may impose additional rights and obligations. Key sources of regulation which may apply are:

- Privacy Act 1988 (C'th) – privacy legislation governing activities such as the collection, use and disclosure of personal information;
- National Credit Code – legislation which regulates the provision of credit to individuals for consumer purposes;
- Corporations Act 2001 (C'th) – legislation which, amongst other things, regulates a wide range of activities relating to certain financial products);
- Australia Securities and Investments Commission Act 2001 (C'th) – legislation which, amongst other things, prohibits misleading, deceptive and unconscionable conduct in relation to financial services;
- Cheques Act 1986 (C'th) – legislation which deals with matters such as payment and collection of cheques as well as fraud and other unauthorised transactions.
- Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (C'th) – legislation designed to combat money laundering and the financing of terrorism.

In addition, we owe you the following general obligations:

- Opening accounts – we owe a duty of care in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.

- Duty of Secrecy – we owe you a duty to keep information about you and the transactions which go through your account secret. However, this duty is not absolute and is subject to certain qualifications such as where:
- you have expressly or impliedly consented
- disclosure is required by law
- there is a duty to the public to disclose
- *our* interests require disclosure.

## 26. ePayments Code, Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) and Banking Code of Practice

### 26.1 ePayments Code

We warrant that we will comply with the *ePayments Code*. The terms and conditions in this booklet are not effective to create liabilities and responsibilities of *users* which exceed those set out in the *ePayments Code*. This clause does not apply in relation to *business* accounts.

### 26.2 Anti-money laundering and counter- terrorism financing

We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.

To comply with these requirements we may:

- require you to provide *us*, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on your account, or refuse to provide services to you;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML/CTF or any other law.

### 26.3 Banking Code of Practice

We have adopted the Banking Code of Practice. It applies to you if you are an individual or a small business (within the meaning of the Banking Code of Practice). To the extent of any inconsistency, these terms and conditions will be read subject to the Code. If you ask, we will provide you with general descriptive information concerning *our* banking services. These include:

- account opening procedures;
- our* obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing *us* promptly when you are in financial difficulty; and
- the advisability of you reading the terms applying to the relevant banking service.

## 27. Business accounts

The *ePayments Code* does not apply to *EFT transactions* in relation to *business* accounts. If your account is a *business* account, then these terms and conditions are varied where expressly indicated in this booklet. Where it is indicated in this booklet that certain clauses do not apply in relation to *business* accounts, such clauses do not apply, despite them being referred to in other clauses (in which case such other clauses are to be read as if that reference to the clause that does not apply did not appear).

## 28. Changes to terms and conditions

We may change these terms and conditions from time to time, including to:

- impose or increase charges relating solely to the use of an *access method*, or the issue of an additional or replacement *access method*;
- increase your liability for losses relating to *EFT transactions* (subject to the liability limits in the *ePayments Code* to the extent that the *ePayments Code* applies); or
- impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of an *access method*, an account or *electronic equipment*.

We will give you such period of advance notice of any change as required by any applicable law, (including the National Credit Code), applicable industry or other code of practice (including the *ePayments Code* and the Banking Code of Practice) or, if applicable to the change, the terms and conditions of your account. In the absence of any such requirement we will give you notice of any such change in advance of the date it takes effect. Any such notice will be given in writing, by advertisement in the national media or local media or, where permitted, electronically.

Notwithstanding the provisions of this clause, advance notice need not be given when changes are necessitated by an immediate need to restore or maintain the security of the system or individual accounts.

## 29. Complaints

### 29.1 Complaints in relation to *EFT transactions*

If a *user* has a complaint relating to an *EFT transaction* or any other matter covered by the *ePayments Code*, including any apparent error in a transaction or instances of unauthorised transactions or a query relating to an entry in, or an apparent error in, a statement of account, the following procedures will apply:

- (a) The *user* must notify *us* promptly by telephoning *us* on the relevant numbers set out in the contacting *us* section of this booklet and must as soon as possible thereafter supply *us* with written confirmation of the complaint.
- (b) If we are unable to resolve the matter immediately, the *user* will be given written advice of *our* procedures to investigate and handle the matter and will be required to give details of all relevant information regarding the complaint.
- (c) Within 21 days of receiving the complaint, we will advise the *user* in writing of either the outcome of the investigation or the need for more time to complete *our* investigation.
- (d) In all but exceptional cases, we take less than 45 days to complete *our* investigation.
- (e) If it is going to take longer than 45 days to resolve the complaint, we will:
- (i) inform the *user* of the reasons for the delay;
  - (ii) provide the *user* with monthly updates on progress with the complaint; and
  - (iii) specify a date when a decision can be reasonably expected, unless we are waiting for a response from the *user* and the *user* has been advised that we require such a response.
- (f) If we decide to resolve a complaint concerning a credit card account by exercising *our* rights under the rules of the credit card scheme:
- (i) the time limits under the rules of the scheme apply in lieu of the time limits in clauses (c) and (d) above;
  - (ii) clause (e) above is amended such that '60 days' replaces '45' days and 'updates once every two months' replaces 'monthly updates';
  - (iii) we will inform the *user*, in writing, of those time limits and when a decision can be reasonably expected. We will suspend your obligation to pay any amount which is the subject of the complaint and any credit and other charges related to that amount until the complaint is resolved, and we will inform you of that suspension.
- (g) When we complete *our* investigation, we will promptly inform the *user* of:
- (i) the outcome;
  - (ii) *our* reasons for *our* decision, with reference to relevant provisions of the *ePayments Code*;
  - (iii) except where the complaint has been resolved completely in the *user's* favour, the further action the *user* can take in respect of the *ePayments Code* including other avenues of dispute resolution that are available and the relevant contact details. This advice will be in writing unless the complaint is settled immediately to the satisfaction of the *user* and *us*.
- (h) If we decide that an account has been incorrectly debited or credited, having regard to the provisions of the *ePayments Code* we will where appropriate adjust the balance of the account (including appropriate adjustments for any interest and/or charges) and tell you in writing of the amount by which the account has been debited or credited as a result.
- (i) If we decide that you are liable under clauses 31 or 32 of this booklet for at least part of the amount of the transaction subject to complaint, we will make available to you copies of any document or other evidence (including information from the log or audit trail relating to the transaction) relevant to the outcome and will also advise you in writing whether there was a system or equipment malfunction at the time of the transaction.
- (j) Where we:
- (i) decide to resolve a complaint concerning an 'unauthorised transaction' under clauses 31.2(a), 31.2(b) or 31.3(c); and
  - (ii) within seven *business days* of receipt of the complaint, adjust your account pursuant to clause (h) above to give effect to that decision and provide the *user* with the information required by clauses (g) and (h) above, we are not required to comply with clauses (b), (c) or (i) above in respect of the complaint concerning the unauthorised transaction.

### 29.2 Business accounts

If your account is a *business* account, clause 29.1 will not apply. Any complaint in relation to a *BPAY* payment will be dealt with in accordance with the requirements of the *BPAY* Scheme Rules and Operating Procedures at that time. Other complaints will be dealt with in accordance with any industry or other code of practice which is applicable and which is binding on *us*, or will otherwise be dealt with as we see fit.

### 29.3 Visa card – disputed transactions

#### IMPORTANT

No refunds are available under credit card scheme rules where your Visa account is used to fund a *BPAY* payment through the *BPAY* scheme. Refunds in connection with the *BPAY* scheme can only be claimed using the process outlined in clause 17.

You have various rights under the credit card scheme rules to dispute certain transactions on your account made using a *Visa card*. Where you believe there is:



- (a) an unauthorised transaction – A transaction which you believe was not authorised by yourself or by an operator. This includes any unauthorised telephone, internet, mail order, or any other unauthorised transaction on your account;
- (b) a transaction not processed in accordance with your authority;
- (c) some other problem with the transaction; or
- (d) some other problem with goods or services you purchased with your Visa card,

you may have the right to dispute the transaction ('disputed transaction') and to recover the value of the transaction.

Any disputed transaction outlined above should be promptly reported to us by contacting us.

#### **IMPORTANT NOTICE**

You should report any disputed transaction to us within 120 days of the transaction being presented to your account.

Your ability to make a claim for a disputed transaction may be lost if you do not report it within 120 days of the transaction being presented to your account.

Your rights may be different if the disputed transaction is regulated under the *ePayments Code* (for example, there may be no such time frames in certain circumstances) but in any event you should report all disputed transactions as outlined in this sub-clause.

We will make a claim for a disputed transaction on your behalf where the right exists and you have reported the disputed transaction in accordance with this clause. We will make any claim for the most appropriate reason under the credit card scheme rules and we will not accept a refusal by a merchant's financial institution for a claim unless it is consistent with those rules.

#### **29.4 Other complaints**

If you have a complaint in relation to any other matter, please refer to the term and conditions applicable to your account or ask us for further details of our complaint handling procedures.

### **30. Your obligations**

You are liable for all of your obligations under these terms and conditions both on your own and, for obligations in respect of your account and subject to the terms of that account, jointly with any one or more other persons who may hold the account jointly with you. Subject to any express provisions in this booklet regarding liability, including liability under the *ePayments Code* or *BPAY*:

- (a) we do not accept any liability or responsibility for disclosure of information relating to your account via any *Home Banking Service* where such information is obtained by or in conjunction with any person using your *OBP* or *PAC*;
- (b) To the full extent permitted by law, we are not responsible or liable for any loss or damage (including any consequential loss or damage) suffered by you or any other person arising directly or indirectly from or in connection with *Home Banking Services* (other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent):
  - (i) should any *Home Banking Service* instruction (other than an instruction for an *EFT transaction*) not be performed, not be performed in its entirety, not be performed promptly, not be performed in the way we have said it will perform, or is erroneous; or
  - (ii) should our equipment refuse to accept an instruction at any time;
  - (iii) as a result of any loss, modification, damage or destruction of hardware or software including where caused by computer virus or program bugs or similar causes;
  - (iv) for any other reason where the law and any applicable code of practice (including the *ePayments Code*) do not provide that you are not so liable.

### **31. Liability for unauthorised EFT Transactions**

#### **31.1 Application of this clause**

This clause 31 deals with liability for *EFT transactions* which are not authorised by a user and does not apply to any transaction carried out by a user or by anyone performing a transaction with a user's knowledge and consent.

This clause 31 does not apply to any transaction relating to a *business* account. If you hold a *business* account, subject to clause 17, you will be liable for all transactions on your *business* account, whether authorised by a user, carried out by a user, by anyone performing a transaction with a user's knowledge and consent or by an unauthorised person.

#### **31.2 When you are not liable for losses**

- (a) You are not liable for losses resulting from unauthorised transactions:

- (i) occurring after notification to *us* that any card forming part of the *access method* has been misused, lost or stolen or that the security of *codes* forming part of the *access method* has been breached;
  - (ii) where it is clear that a *user* has not contributed to such losses. If a *user* is unable to report the loss, theft or unauthorised use of a card or breach of security by reason of *our* notification facilities being unavailable you are not liable for any losses occurring during the period in which such facilities were not available providing that notification is made to *us* within a reasonable time of the facility again becoming available.
- (b) You are also not liable for any losses:
- (i) that are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
  - (ii) relating to any component of an *access method* that is forged, faulty, expired or cancelled;
  - (iii) that arise from transactions which require the use of a card or *code* or *password* forming part of the *user's access method* and that occurred before the *user* has received any such card or *code* or *password* (including a reissued card or *code* or *password*);
  - (iv) that are caused by the same transaction being incorrectly debited more than once to the same account.
- (c) Where you complain that there is an unauthorised transaction on a *Visa credit* account we will not hold you liable for losses under this clause for an amount greater than the liability you would have to *us* if we exercised any relevant rights we have under the rules of the credit card scheme at the time the complaint was made against other parties to that scheme.

### 31.3 When you are liable for losses

If clauses 31.2(a) or (b) do not apply then you are liable for losses resulting from unauthorised transactions only as provided in (a), (b), (c) and (d) below:

- (a) *User's fraud or contravention of rules for user codes*
- Where we can prove on the balance of probability that a *user* contributed to the losses through the *user's* fraud or the *user's* contravention of the *rules for user codes* described below, you are liable for the actual losses which occur before we are notified that a card forming part of the *access method* has been misused, lost or stolen or that the security of the *codes* forming part of the *access method* has been breached, but you are not liable for any loss that exceeds transaction or account limits as follows:

- (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
- (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including, where the *ePayments Code* allows, any prearranged credit);
- (iv) all losses incurred on any accounts which you and we had not agreed could be accessed using the *access method*.

Where an *access method* includes more than one *code* and we prove that a *user* contravened the *rules for user codes* by voluntarily disclosing or by keeping a record of one or more *codes* but not all the *codes* in the *access method*, you are liable under this subclause (a) only if we also prove on the balance of probability that the *user's* contravention of the *rules for user codes* was the dominant contributing cause of the losses.

- (b) *User's unreasonable delay in giving notice*

Where we can prove on the balance of probability that a *user* has contributed to losses resulting from unauthorised transactions by the *user's* unreasonable delay in notifying *us* after becoming aware of the misuse, loss or theft of a card forming part of the *access method*, or that the security of all of the *codes* forming part of the *access method* has been breached, you are liable for the actual losses which occur between when the *user* became aware (or should reasonably have been aware in the case of a lost or stolen card) and when we were actually notified, but are not liable for any losses that exceed the transaction or account limits described above in paragraphs (i), (ii), (iii) or (iv) of clause 31.3(a).

- (c) *User codes used in performing unauthorised transactions*

Where a *code* was required to perform the unauthorised transactions and neither of clauses 31.3(a) or 31.3(b) apply, you are liable for the least of:

- (i) \$150;
- (ii) the balance of those account(s) (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which you and we have agreed may be accessed using the *access method*;
- (iii) the actual loss at the time we are notified (where relevant) that the card has been misused, lost or stolen or that the security of *codes* has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s));

- (d) If you have contributed to the loss by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

### 31.4 Rules for user codes

Where an *access method* utilises a *code* or *codes*, a *user* must comply with the following rules:

- (a) the *user* must not voluntarily disclose one or more of the *codes* to anyone, including a family member or friend;
- (b) where the *access method* also utilises a card, the *user* must not indicate one or more of the *codes* on the card, or keep a record of one or more of the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card;
- (c) where the *access method* comprises a *code* or *codes* without a card, the *user* must not keep a record of all the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
- (d) where we permit the *user* to select or change a *code* and, immediately before the *user's* selection or change of the *code*, we specifically instruct the *user* not to select a numeric *code* which represents the *user's* date of birth or an alphabetical *code* which is a recognisable part of the *user's* name and warn the *user* of the consequences of such a selection, then the *user* must not select such a numeric or alphabetical *code*; or
- (e) the *user* must not act with extreme carelessness in failing to protect the security of the *code*.

Where we expressly:

- (f) authorise particular conduct by a *user* (either generally or subject to conditions), the engaging in that conduct by the *user* (within any applicable conditions) is not a contravention of the *rules for user codes*;
- (g) or impliedly promote, endorse or authorise the use of an account *access service* by a *user* (including the hosting of an account *access service* at our electronic address), no disclosure, recording or storage of a *code* by a *user* that is required or recommended for the purpose of using that account *access service* is a contravention of the *rules for user codes*.

For the purposes of the *rules for user codes*, a reasonable attempt to protect the security of a *code* record includes either or both of:

- (h) making any reasonable attempt to disguise the *code(s)* within the record;
- (i) taking reasonable steps to prevent unauthorised access to the *code* record.

## 32. Liability in cases of system or equipment malfunction

We are responsible to *users* for loss caused by the failure of *our system* or *our equipment* to complete an *EFT transaction* accepted by *our system* or *our equipment* in accordance with the *user's* instructions.

A *user* is entitled to make claims for consequential damage in relation to an *EFT transaction* which may arise as a result of a malfunction of *our system* or *our equipment* however caused, except where the *user* should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case *our* responsibilities are limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.

This clause does not apply to any transaction relating to a *business* account. If you hold a *business* account, subject to clause 17, you will be liable for all transactions on your *business* account, whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised person.

## 33. Liability – other transactions

You are liable for any card transaction:

- (a) which is not authorised by a *user* or which is not carried out by a *user* or by anyone performing a transaction with the *user's* knowledge or consent; and
- (b) which is not an *EFT transaction* (such as the use of a card to make a *purchase* where a *PIN* or *password* is not used and a voucher is signed to authorise the transaction),  
but you will not be liable for any such transaction that occurs after we receive notice from you that the card has been lost or stolen.

You are liable for transactions which are authorised by a *user* or which are carried out by a *user* or by anyone performing a transaction with a *user's* knowledge or consent.

This clause does not apply to any transaction relating to a *business* account. If you hold a *business* account, subject to clause 17, you will be liable for all transactions on your *business* account whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised person.

### 34. Indemnity from you

Unless your liability is limited by another term in this booklet, you agree to indemnify *us* against any loss, damage, liability, costs, charge or expense that we may suffer or incur directly or indirectly because of:

- (a) any claim, demand or action of any kind brought against *us* arising directly or indirectly from you not observing any of your obligations set out in this booklet;
- (b) you acting negligently or fraudulently in connection with the agreement constituted by these terms and conditions;
- (c) *us* acting on instructions given by a *user* or for which you are otherwise liable under these terms and conditions; or
- (d) any loss, misuse, defacement or destruction of a card issued to a *user*;
- (e) any loss, defacement or destruction of any cheque issued to a *user*;
- (f) *us* refusing to allow payment of a cheque in good faith and the ordinary course of business;
- (g) a stop payment request being given too late to enable the payment to be stopped;
- (h) you stopping payment on a cheque; or
- (i) any computer viruses, program bugs and similar causes where such loss, damage, liability, cost, charge or expense arises as a direct or indirect consequence of use by a *user* of a *Home Banking Service*.

### 35. Implied conditions and warranties

Some legislation (including the Competition and Consumer Act and the Australian Securities and Investment Commission Act 2001) implies conditions and warranties into particular types of contract, and some legislation does not permit such conditions and warranties to be excluded, restricted or modified. The terms and conditions contained in this booklet are limited such that they do not exclude, restrict or modify any of those rights.

However, so far as the law allows, we do not make any representations or give any warranties about the *transaction services* being provided with due care and skill or being reasonably fit for the purpose for which they are supplied.

To the extent permitted by law *our* liability for any breach of a condition or warranty is limited to:

- (a) in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing such goods; or
- (b) in the case of services (including financial services), the supplying of the services again or the payment of the cost of having these services supplied again.

Circumstances in which the law would permit *us* to limit *our* liability for these implied conditions and warranties might include where you acquire a service for business purposes and you cannot establish that it would be unfair or unreasonable for *us* to rely on such limitation of *our* liability.

### 36. Interpretation

In this booklet, unless the context otherwise requires:

- (a) headings do not affect interpretation;
- (b) words of one gender include any gender;
- (c) a reference to an *access method* includes a reference to each of the individual components that are part of the *access method* (including cards, *identifiers* and *codes*).

## 37. Glossary

You will also need to refer to the terms and conditions applicable to your account for the meaning of expressions used in this booklet.

### **access method:**

- (a) means a method authorised by *us* for use by a *user* and accepted by *us* as authority for *us* to act on an instruction given through *electronic equipment* to debit or credit an *EFT* account; and
- (b) comprises the use of one or more components including cards, *identifiers*, *codes*, *passwords* or a combination of these; and
- (c) does not include a method requiring the *user's* manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a *user's* authority to give the instruction (whether or not that means is used in a particular transaction).

**account access service** means a service for the purposes of which either or both of the following apply:

- (a) the *user* must provide one or more *codes* to a service provider to enable the service provider or another person to access accounts on behalf of the *user* (for example, an account aggregator service); or
- (b) the *user* must record or store one or more *codes* in a manner required by the service provider to facilitate the *user*, the service provider or another person acting on behalf of the *user* to access *EFT* accounts using that *code* or *codes*.

**available balance** means that amount of cleared funds in your account.

**available credit** means that amount of any *credit limit* not then advanced by *us* to you.

**Bank@Post** means the facility made available at any participating Australia Post outlet to enable you to transact on your account.

**biller** means an organisation which tells you that you can make a payment to them through *BPAY*.

**BPAY** means the electronic payments scheme through which we can be asked to make payments on your behalf to *billers*.

**BPAY day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**BPAY payment** means a payment made through *BPAY*.

**business account** means an account which is designed primarily for use by a business and is established primarily for business purposes.

**business day** is a day other than a Saturday, Sunday or a national holiday in Australia.

**cash advance** means each amount:

- (a) of cash supplied by *use* of a card;
- (b) transferred from an account to another account with *us* or another person by *use* of a card or *by use* of an *electronic banking device*;
- (c) provided for refinancing another *contract* with *us* or another person; or
- (d) charged as a result of *use* of the card to acquire a cash substitute (*such as* a travellers cheque) or for a bill paying service (whether through *Home Banking Services* or otherwise) but excluding a *BPAY* payment.

**closing balance** means, in relation to a statement period, the balance shown on the relevant statement of account as the *closing balance*.

**code** means information:

- (a) the content of which is known to the *user* and is intended to be known only to the *user* or only to the *user* and to *us*;
- (b) which we require the *user* to keep secret; and
- (c) which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT* account.

**contactless transaction** means the authorisation of a transaction by presenting a card (which is capable of performing a contactless transaction) at a contactless terminal without the requirement to insert or swipe the card.

**contactless terminal** means an electronic point of sale terminal which is capable of performing a contactless transaction.

**direct debit account** means your account with a *ledger financial institution*.

**direct debit system** means the electronic payment system used by participating institutions to effect your transactions.

**Disputed Transaction** means:

- (a) An unauthorised transaction – a transaction which *you* believe was not authorised by use of the card or account by a cardholder. This includes any unauthorised telephone, internet or mail orders or unauthorised debits from your credit or debit card account as part of a recurring payment arrangement you have with a merchant, or any other unauthorised transactions on *your account*.
- (b) General dispute – a transaction which *you* wish to dispute. This may include a transaction which has been processed to *your account* more than once, or a transaction which was authorised by the use of *your card* or *account* which you wish to dispute.

**EFT account** means an account which we permit a *user* to initiate a funds transfer from or to using an *access method* through *electronic equipment*.

**ePayments Code** means the ePayments published by the Australian Securities and Investment Commission.

**EFT transaction** means an electronic device through which transactions on your account may be made using a card including an ATM or EFTPOS facility.

**electronic banking device** means an electronic device through which transactions on your account may be made using a card including an ATM or EFTPOS facility.

**electronic equipment** means an electronic device that allows access to *Home Banking Service* such as an electronic terminal, computer, tablet computer, television or telephone (mobile or landline).

**Home Banking Service** means any service we make available at any time through a communication network (including through Express Line or Online Banking) so that you and we may transmit and receive information electronically (including in relation to accounts).

**identifier** means information:

- (a) the content of which is known to the *user* but not only to the *user* and which the *user* is not required to keep secret; and
- (b) which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT* account.

Examples of an *identifier* include an account number, a card number and a card expiry date.

**ledger financial institution** means the financial institution with which the *direct debit* account is held. This may be *us* or another financial institution.

**mobile banking** means access to Online Banking in a format optimised for *electronic equipment* with smaller screens and with limited functionality.

**OBP** or **Online Banking Password** means a password which is issued to a *user* by *us* to enable the use of an Online Banking service through *electronic equipment*.

**Online Authentication password** means the *password* made up of letters and/or numbers nominated by you during online registration with the *Verified by Visa* service.

**Online Banking payment** means a payment made using the *Online Banking payment service*.

**Online Banking payment service** means *our* internet payment service (including the features known as 'AnyPay' and 'BatchPay') but does not include *BPAY*.

**our equipment** means *electronic equipment* controlled or provided by *us* or on *our* behalf to facilitate *EFT transactions*.

**our system** means an electronic system, communications system or software controlled or provided by *us* or on *our* behalf to facilitate *EFT transactions*.

**PAC** or **Personal Access Code** means a number issued to a *user* by *us* to enable the use of Express Line through *electronic equipment*.

**password** means the word, letters and/or numbers nominated by you during online registration with the *Verified by Visa* service.

**payee** means the person receiving an *Online Banking payment*, a cheque payment or a *regular payment*.

**payment date** means that day nominated by you as the day on which a *regular payment* is to occur, commencing on the start date and at the nominated frequency thereafter.

**payment option** means the payment option nominated by you in relation to a *regular payment* facility and as varied by you from time to time.

**PIN** means the personal identification number issued to a *user* by *us* for use with a card through any *electronic banking device*.

**purchase** means the amount charged by the supplier for the supply of any goods or services purchased by the use of a card, in respect of any *Visa* card account including a *BPAY payment*, except for amounts which are *cash advances*.

**regular payment** means a regular electronic payment as described in this booklet.

**rules for user codes** means the rules described in clause 31.4 of this booklet.

**transaction service** means a method by which we allow you to access your account, and includes a *Home Banking Service*, a *regular payment*, a Third Party direct debit and a cheque or card *facility* linked to your account.

**user** means you and an operator, or either of these as the context requires.

**Verified by Visa** means the online authentication service provided to *Visa* cardholders when making online transactions at participating merchants.

**Visa card** means a *Visa* Credit card and a *Visa* Debit card.

**Visa credit account** means your *Visa credit account* with *us*.

**We** means Adelaide Bank a Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879 and its successors and assigns and *our* and *us* has corresponding meaning.





**AdelaideBank**