

# Conditions of Use

Account & Access Facility

Effective 1 November 2016



Account & Access Facility issued by:

My Credit Union Limited

ACN 087 650 584

AFSL / Australian Credit Licence 246941

This document should be read in conjunction with our:

- Interest Rate Schedule
- Summary of Accounts, Access Facilities and Transaction Limits brochure
- Fees and Charges Schedule

Together these brochures form the conditions of use for the My Credit Union Account and Access Facility.

**Please note that by opening an account or using an access facility you become bound by these conditions of use.**

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can obtain information set out in this document and download this document by visiting our website at [mycu.com.au](http://mycu.com.au).

## HOW TO CONTACT US



Website: [mycu.com.au](http://mycu.com.au)



Phone: 1300 655 116



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



Locked Bag 7003, Concord West NSW 2138



Fax: (02) 9965 1222

### Registered office

Units 9 & 10 Homebush Business Village  
11 – 21 Underwood Road  
Homebush NSW 2140

### To report the loss, theft or unauthorised use of your Visa card or rediCARD

- **Australia**

Call MYCU on 1300 655 116 and press option 3. This service is available 7 days a week, 24 hours a day.



- **Overseas**

Call the Card Hotline on +61 2 9965 1200 and press option 3 (24 hours 7 days a week) or call the Visa Hotline located in other countries.

**Please contact us before you travel overseas for the current contact details for your destination country.**

**To report the loss of any other access facility, or any other unauthorised transaction, contact us directly.**

## **CUSTOMER OWNED BANKING CODE OF PRACTICE**

We warrant that we will comply with the Customer Owned Banking Code of Practice. Please see the section About the Customer Owned Banking Code of Practice at the end of these Conditions of Use for more detail.

## **EPAYMENTS CODE**

We warrant that we will comply with the ePayments Code.

## **HOW OUR CONDITIONS OF USE BECOME BINDING ON YOU**

Please note that by opening an account or using an access facility you become bound by these conditions of use.

## **ACCESSING COPIES OF THE CONDITIONS OF USE**

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download our current Conditions of Use from our website at [mycu.com.au](https://mycu.com.au)

## **THE FINANCIAL CLAIMS SCHEME**

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee (up to \$250,000) held in authorised deposit-taking institutions (ADIs) incorporated in Australia, and allows quick access to their deposits if an ADI becomes insolvent.

The Credit Union is an ADI. Depositors with the Credit Union may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information about the FCS visit the website [fcs.gov.au](https://fcs.gov.au)

## TABLE OF CONTENTS

<b>ACCOUNT OPERATIONS</b>	<b>6</b>
What is the Account and Access Facility?	6
How do I open an account?	6
What accounts can I open?	7
What fees and charges are there?	7
What interest can I earn on my account?	7
What are the taxation consequences?	8
Joint accounts	8
Trust accounts	9
Third party access	9
Making deposits to the account	10
Deposits using electronic equipment	10
Depositing cheques	10
Withdrawing or transferring from the account	11
Debiting transactions generally	12
Over the counter withdrawals	12
Withdrawals using our corporate cheques	12
Withdrawal limits	13
Overdrawing an account	13
Sweep facility	13
Account statements	14
What happens if I change my address?	14
Dormant accounts	14
Account combination	15
Closing accounts and cancelling access facilities	15
Notifying changes	16
Notices and electronic communication	17
<b>COMPLAINTS</b>	<b>17</b>
<b>CHEQUING</b>	<b>17</b>
Cheque security	18
How do I stop payment on a cheque?	19
What do I do to reduce the risk of forgery?	19
When can we dishonour or not pay on your cheque?	20
<b>DIRECT DEBITS, PERIODICAL PAYMENTS AND PAYPAL</b>	<b>20</b>
<b>TERM DEPOSITS</b>	<b>22</b>
<b>ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE</b>	<b>23</b>
Section 1. Information about epayment facilities	23
Section 2. Definitions	25
Section 3. Transactions	26

Section 4.	When you are not liable for a loss	27
Section 5.	When you are liable for a loss	27
Section 6.	Pass code security requirements	30
Section 7.	Liability for loss caused by system or equipment malfunction	31
Section 8.	Network arrangements	31
Section 9.	Mistaken internet payments	32
Section 10.	Using telephone and internet banking	34
Section 11.	How to report loss, theft or unauthorised use of your access card or pass code	35
Section 12.	How to report unauthorised use of telephone or internet banking	35
Section 13.	Using the access card	36
Section 14.	Using Visa card outside Australia	36
Section 15.	Additional access card	37
Section 16.	Use after cancellation or expiry of access code	37
Section 17.	Exclusions of access card warranties and representations	37
Section 18.	Cancellation of access card or of access to home banking service or BPAY	38
Section 19.	Using BPAY	38
Section 20.	Processing BPAY payments	39
Section 21.	Future dated BPAY payments	41
Section 22.	Consequential damage for bpay payments	42
Section 23.	Regular payment arrangements	42
<b>ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE</b>		<b>43</b>

## ACCOUNT OPERATIONS

---

### What is the Account and Access Facility?

Our Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as facilities for accessing these accounts, including:

- rediCARD
- Visa card
- Chequing
- BPAY<sup>®</sup> (registered to BPAY Pty Ltd ABN 69 079 137 518)
- Telephone and internet banking
- EFTPOS and ATM access
- Direct debit requests
- Periodical payments

Please refer to the *Summary of Accounts, Access Facilities and Transaction Limits* brochure for available account types, the conditions applying to each account type and the access methods attached to each account type.

### How do I open an account?

#### Becoming a member

You will need to become a member of the Credit Union before we can issue an Account and Access Facility to you. To become a member, you will need to:

- complete a membership application form
- subscribe for a member share in the Credit Union
- meet eligibility requirements.

The member share is a redeemable preference share. This means that, when you resign your membership of the Credit Union, we refund you the subscription price. Please note that your member share is not transferable.

You must subscribe for membership in the same name as the account you wish to open. However, you can open an account jointly with another person, so long as you are both members of the Credit Union.

We reserve the right to refuse admission to membership at our absolute discretion.

## **Proof of identity**

The law requires us to verify your identity when you open an account or when you become a signatory to an account.

In most cases you can prove your identity by showing us one of the following photo identity documents:

- a State or Territory drivers licence or proof of age card
- a current Australian passport or one that has expired within the last 2 years

If you do not have photo ID please contact us to discuss what other forms of identification may be acceptable.

The law does not allow you to open an account using an alias without you also giving us all the other names that you are commonly known by.

The same rules apply to becoming a signatory to an existing account.

If you change your name, for example, upon marriage, you will need to give us a change of name statement. We will give you guidance on how to go about this.

## **What accounts can I open?**

When we issue you with the Account and Access Facility, you have access to the My Access Account. You can then activate other accounts as needed.

Prior to opening another account, you should first check the *Interest Rate Schedule* and *Summary of Accounts, Access Facilities and Transaction Limits* brochure for the different account types available, any special conditions that apply, and the features and benefits of each account type to ensure that it meets your needs.

We reserve the right not to provide an account or related access facility in our absolute discretion.

## **What fees and charges are there?**

We may debit your account with fees and charges as set out in our *Fees and Charges Schedule* along with any applicable government fees and charges.

We can vary fees or charges from time to time. Please see *Notifying changes* for details of how and when we must notify you of these changes.

## **What interest can I earn on my account?**

Full information on our current savings and term deposit interest rates is provided in our *Interest Rates Schedule* and it is also available on our website.

We calculate and credit interest to your account as set out in the *Interest Rate Schedule* brochure. We may vary savings or term deposit interest rates from time to time, however interest rates on term deposits remain fixed for the agreed term of the deposit.

### **What are the taxation consequences?**

Interest earned on an account is income and may be subject to income tax.

### **Disclosing your tax file number (TFN)**

When you apply for the Account and Access Facility we will ask you for your tax file number or exemption.

We apply your tax file number to all accounts held with the Credit Union when supplied, unless you instruct us not to do so. You are not obliged to disclose your tax file number to us however, if you do not, we are obliged to deduct withholding tax from any interest you earn at the highest marginal rate.

For a joint account, all holders must quote their tax file numbers and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the joint account.

Children under 16 are exempt from tax earned on interest, provided they do not exceed the amount allowed by the Australian Tax Office (ATO). If the interest earned by a child exceeds the allowed limit, the child may need to supply a tax file number. Further details can be obtained from the ATO website.

Members moving overseas or returning to live in Australia must notify us to change the tax status on their accounts, so that tax charged on their interest is at the correct rate.

For business accounts, you need only quote your ABN instead of a tax file number.

### **Joint accounts**

A joint account is an account in the name of more than one person. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account;
- joint liability – each joint holder is individually liable for the full amount owing on the joint account.

You can operate a joint account on an 'all to sign' or 'either to sign' basis:

- 'all to sign' means all joint holders must sign withdrawal forms, cheques, etc;



- 'either to sign' means any one joint holder can sign withdrawal slips, cheques, etc.

All joint account holders must consent to the joint account being operated on an 'either to sign' basis, however any one joint account holder can cancel this arrangement, making it 'all to sign'.

In the case of 'either to sign', any party to the account may instruct the Credit Union to close the account at any time.

Should there be a dispute between joint account holders, the Credit Union may restrict access to the account so that all parties have authorised transactions.

*Note: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next-of-kin if there is no will.*

*If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.*

### **Trust accounts**

You can open an account as a trust account, however:

- we are not taken to be aware of the terms of the trust; or
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

### **Third party access**

You can authorise us at any time to allow another person to operate on your accounts, however, we will need to verify this person's identity before they can access your account.

An authorised person operates on all the accounts you have nominated them to have access to under the Credit Union Account and Access Facility.

You can specify which of your accounts under the Credit Union Account and Access Facility you give the authorised person authority to operate on. You are responsible for all transactions your authorised person carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

You may revoke the authorised person's authority at any time by giving us written notice.

## **Making deposits to the account**

You can make deposits to the account by:

- direct credit eg. from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- transfer from another financial institution
- transfer from another account with us
- cash or cheque at any branch
- Bank@Post
- cash or cheque deposit at any National Australia Bank branch using a specially encoded deposit book

unless otherwise indicated in the *Summary of Accounts, Access Facilities and Transaction Limits* brochure.

Deposits through the National Australia Bank will take at least 1 business day to reach your account.

Electronic deposits may not be processed on the same day. *Please refer to ePayments Conditions of Use.*

## **Deposits using electronic equipment**

We are responsible for a deposit into a facility received by our electronic equipment or device, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

## **Depositing cheques**

You can only access the proceeds of a cheque when it has cleared. All cheques are subject to clearance times regardless of the origin of the cheque. However, you can ask us for a special clearance for which we may charge a fee.

Please refer to our *Fees and Charges Schedule* for our current fee for special clearances. Any cheques deposited through the National Australia Bank or Australia Post will be subject to additional clearance times. Some cheques (such as overseas cheques) will take longer to clear.

For full details of clearance times, please refer to our *Summary of Accounts, Access Facilities and Transaction Limits* brochure.

Cheques deposited to your account will be credited conditionally. If a cheque deposited is refused payment by the paying bank, your account will be debited, a fee may apply and accruing interest adjusted.

We will only accept cheques for deposit to your account, in the following circumstances:

- Cheque payable to account holder
- Cheque payable to My Credit Union Ltd
- Cheque payable to cash

We may accept a cheque into a joint account which is made payable to one of the account holders, however we do not accept cheques into an individual account if the cheque is payable to joint payees, even if one payee has endorsed the cheque to the other.

We do not accept cheques payable to a third party which have been endorsed to the account holder.

### *Stale cheques*

A cheque may be deemed stale and refused by the paying bank where the date of the cheque is more than:

- 15 months old when drawn on an Australian Bank
- 3 months old when drawn on an overseas bank

### **Withdrawing or transferring from the account**

You can make withdrawals from the account:

- over the counter at any branch
- by direct debit or periodical payment
- by cheque, if your account is linked to a cheque book
- via telephone or internet banking
- via BPAY to make a payment to a biller
- at selected ATMs, if your account is linked to a Visa card or rediCARD
- via selected EFTPOS terminals, if your account is linked to a Visa card or rediCARD
- by fax/mail to our office or branch locations
- Bank@Post

unless otherwise indicated in the *Summary of Accounts, Access Facilities and Transaction Limits* brochure.

In the case of EFTPOS transactions, merchants may impose restrictions on withdrawing cash.

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

## **Debiting transactions generally**

We will debit transactions received on any one day in the order we determine in our absolute discretion. Transactions will not necessarily be processed to your account on the same day.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction.

## **Over the counter withdrawals**

Generally, you can make over-the-counter withdrawals in cash or by buying a Credit Union corporate cheque.

Please check:

- the *Summary of Accounts, Access Facilities and Transaction Limits* brochure for any restrictions on withdrawals applying to certain accounts;
- daily cash withdrawal limits or other transaction limits.

## **Withdrawals using our corporate cheques**

This is a cheque the Credit Union draws payable to the person you nominate. You can purchase a corporate cheque from us, however we may charge you a fee for this service: see the *Fees and Charges Schedule*.

If a corporate cheque is no longer required, we can arrange to refund the value of the cheque to your account when the cheque is returned to us.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also be required to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you need help.

## **Withdrawal limits**

We limit the amount of daily withdrawals or payments you may make using electronic methods, either generally or in relation to a particular facility. These transaction limits are set out in the *Summary of Accounts, Access Facilities and Transaction Limits* brochure.

Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may also require you to apply for new transaction limits if you change any pass code. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits for security reasons.

## **Overdrawing an account**

You must keep sufficient **cleared** funds in your account to cover your cheque, direct debit, periodical payment and EFT transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees and Charges Schedule*.

Alternatively, we may honour the transaction and overdraw your account. We may charge you:

- interest at our current overdraft rate, calculated on the daily closing balance
- an honour fee
- an ongoing fee if the account remains overdrawn for an extended period

'Cleared funds' means the proceeds of cheque deposits to your account (once the cheque is cleared), cash deposits and direct credits.

## **Sweep facility**

A sweep is an automatic transfer of funds service available if you open a savings account in addition to your My Access Account. The sweep will transfer funds from a nominated account into your My Access or My Visa Access Account to cover transactions which might otherwise overdraw your account.

We are not obliged to transfer funds if there are insufficient funds in the nominated account.

We will endeavour to effect sweep transfers in accordance with your instructions, however the Credit Union will accept no responsibility from a failure to do so.

## **Account statements**

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees and Charges Schedule*.

We can also provide your statements electronically. Please ask us about this facility. When we activate your internet banking account we will automatically change the delivery of your statements to electronic. You can request to revert back to paper based statements at any time.

We recommend that you check your account statement as soon as you receive it and immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* on page 2 for our contact details.

In the case of joint account holders, a statement will be sent to the first named account holder only.

## **What happens if I change my address?**

We recommend that if you change your address, you let us know immediately. We will require you to provide details in writing or you can update online if you are registered for internet banking.

## **Dormant accounts**

If no deposits or withdrawals are carried out on your account for at least 12 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply we may treat your account as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee
- stop paying interest or reduce the amount of interest
- cancel any attached access facilities
- close the account

If your account remains dormant for 7 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission (ASIC) as unclaimed money. For children's accounts, unclaimed money will also be remitted to ASIC after 7 years.

## **Account combination**

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same or joint names. This may happen if one of the accounts is overdrawn or to satisfy any other debt owing to the Credit Union.

Where a duplicate membership is held with the Credit Union, we may transfer all accounts and attached access facilities of the duplicate membership to one membership number. Unless you notify us of a preferred membership number, we can determine which membership number is to be retained.

When you cease to be a member, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments and any successor Code (both when enforcing indebtedness owed to us and, to the law permits, when facilitating enforcement by a third party judgement creditor).

Should any of your accounts or memberships be combined, we will notify you on your next statement.

## **Closing accounts and cancelling access facilities**

You can close your Credit Union Account and Access Facility at any time, however you will have to surrender your cheque book and any access card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, Visa, EFT transactions and fees, if applicable.

You will be responsible for any transactions that have been authorised by you prior to the account closure, such as regular Visa debits. You will be required to cancel any such debits directly with the supplier.

We can close any Account and Access Facility without any notice to you if:

- your account has a nil or debit balance and there have been no transactions (except for fees, charges and interest) on the account for more than 2 months
- the conduct of your account is considered unsatisfactory
- you breach these Conditions of Use
- we believe security has been compromised
- any other reason the Credit Union considers appropriate

Where the Credit Union exercises its right to close an account and a credit balance exists, we will credit the funds to another account in your name held with the Credit Union or forward a cheque to your last known address.

### Notifying changes

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how we will notify you of any change.

Type of change	Notice we must give, if the action is not in your favour
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing deposit interest rates	on the day of change
Increasing your liability for losses relating to ePayments (See the <i>ePayments Conditions of Use Section 3</i> )	20 days
Imposing, removing or changing any periodic transaction limit	20 days
Changing any other term or condition	when we next communicate with you

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter
- notification on or with your next statement of account
- notification on or with the next newsletter
- advertisements in the local or national media
- notification on our website



We will always select a method or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification.

### **Notices and electronic communication**

We may send you notices and statements by:

- post, to the address recorded in our records or to a mailing address you nominate; or
- email

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our internet banking site for you to retrieve. We will tell you when information is available for you to retrieve, either at the time or on setting up a facility that will have regular postings to the website.

You can change your email address, or revert to receiving paper notices or statements, at any time.

### **COMPLAINTS**

---

We have a dispute resolution system to deal with any complaints you may have in relation to our Accounts and Access Facilities, or transactions on the account. Our dispute resolution policy requires us to deal with any complaint efficiently and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond promptly, you may refer the complaint to our external dispute resolution centre.

If you want to make a complaint, contact staff at our branch and tell them that you want to make a complaint. Our staff have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

### **CHEQUING**

---

Chequing is a facility which allows you to make payments by cheque. Under our chequing facility, we issue you with a cheque book and authorise you to draw cheques on our account at the National Australia Bank and/or Cuscal. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct the National Australia Bank or Cuscal to dishonour your cheque. However, we have the discretion to allow the cheque to be paid and to overdraw your account for this purpose.

If you overdraw your account, we may charge you interest and fees. Please refer to the section *Overdrawing an account*.

We may not give you access to chequing if your banking history with the Credit Union is not satisfactory or you are under 18.

### Cheque security

#### *Crossing a cheque, 'not negotiable' or 'account payee only'*

If you cross a cheque, it is a direction to us to pay the cheque into an account at a bank or other financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a financial institution for payment.

*Example of 'not negotiable' crossing:*

<b>MY CREDIT UNION LTD</b>	
not negotiable	Date: / /
Pay Fred Smith -----	
The sum of <i>Three hundred dollars Only</i> ----	
	Signature _____

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown above.

When you cross a cheque or add the words 'not negotiable' between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution as to whether there are other special circumstances that it should inquire if its customer has good title to the cheque.

*Example of 'account payee' crossing:*

<b>MY CREDIT UNION LTD</b>	
account payee	Date: / /
Pay Fred Smith ----- only -----	
The sum of <i>Three hundred dollars Only</i> ---- \$300.00	
	Signature _____

When you add the words 'account payee only' between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

#### *Deleting 'or bearer' on the cheque*

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque.

You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

#### **How do I stop payment on a cheque?**

You can stop payment on a cheque by completing a stop payment form, giving us all the details of the cheque or by lodging a request online if you are registered for internet banking. You must, of course, do this before the Credit Union has paid the cheque.

#### **What do I do to reduce the risk of forgery?**

When filling in a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay'
- draw a line from the end of the person's name to the beginning of the printed words 'or bearer'
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words
- draw a line from the end of the amount in words to the printed '\$'
- start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers
- always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

Example:

<b>MY CREDIT UNION LTD</b>	_____
Pay <i>Fred Smith</i> -----or bearer	_____
The sum of <i>Three hundred dollars Only</i> ----	_____
	Signature

**When can we dishonour or not pay on your cheque?**

We can dishonour your cheque if:

- you have insufficient funds or available credit in your account to cover the cheque
- the cheque has not been completed correctly eg. amount in words and figures differ, no authorising signature, cheque not dated, alterations are not initialled etc
- you have post-dated your cheque and it is presented for payment before the date on the cheque
- the cheque is 'stale', that is, the date of the cheque is more than 15 months ago
- we have notice of your death or mental incapacity.

**DIRECT DEBITS, PERIODICAL PAYMENTS AND PAYPAL**

---

*Direct Debits*

You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us we will promptly process your written instruction to cancel the biller's authority.

Please ensure that at least 3 business days prior notice is given for cancellation requests. When you cancel a DDR Service Agreement for a biller, all future direct debit requests for that biller will be dishonoured and a fee will be charged on each occasion. We suggest that you also contact the biller to cancel the DDR Service Agreement.

If you believe a direct debit initiated by a biller is wrong you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

If you set up the payment on your Visa card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if any 3 direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

### *Periodical Payments*

A periodical payment is an automatic transfer of funds from your account to a specified recipient account with the Credit Union, another financial institution or biller, on a regular basis.

Periodical payments can be established through internet banking, or by contacting us and completing a periodical payment form.

If your periodical payment falls on a non-business day, we may process your authority on the business day immediately preceding or succeeding the due date.

If there are insufficient funds held in your account to cover a periodical payment on two occasions, the Credit Union may cancel the authority.

We do not have to advise you if a periodical payment is not made or an authority is cancelled by us.

A periodical payment authority can be cancelled by the same means by which it was established, that is, through internet banking or in writing to the Credit Union. Please ensure that at least 3 business days prior notice is given for cancellation requests.

### *PayPal*

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under direct Debit. Please note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so

- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

Other third party payment services may operate in a similar way to PayPal.

## **TERM DEPOSITS**

---

A term deposit can be established online through internet banking or by completing an application form, which is available on our website or from our branches.

### *Deposit Restrictions*

You may only increase the value of your term deposits on maturity.

We have the right to refuse to accept any deposit and may set maximum and minimum amounts for deposits and terms.

### *Interest*

The interest rate on your term deposit is fixed for the term of your investment. If we quote you a rate for a term deposit the rate may differ if the deposit is not made on the same day.

Interest will be calculated on closing daily balances. The daily interest rate is the relevant annual rate divided by the number of whole days in the year. We will not change the method of interest calculation during the term of the deposit.

### *Withdrawal Restrictions*

You acknowledge that any term deposit is lodged on the understanding that it is unavailable for withdrawal before the maturity date.

In special circumstances, we may permit you to withdraw all or part of the funds lodged prior to the maturity date, however we may impose an interest penalty and/or fee for early withdrawal.

In the case of partial redemptions, the amount remaining will continue to earn the interest rate originally agreed until the date of maturity. If the amount remaining is less than the minimum allowed for that type of term deposit, the whole balance must be redeemed and penalty interest will apply. No interest penalty shall apply where the term deposit is released early due to the death of a depositor.

### *Maturity*

If you do not contact us, we will automatically reinvest your funds for the same term as the previous term deposit at the current rate of interest applicable. If the same term is not available, we will reinvest your deposit for the closest term. We will accept your instructions up to 7 days after the maturity date.

## ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE

---

### SECTION 1. INFORMATION ABOUT EPAYMENT FACILITIES

You should follow the guidelines in the box below to protect against unauthorised use of your access card and pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

#### **Important information you need to know before using a device to make electronic payments**

- Sign the access card as soon as you receive it
- Familiarise yourself with your obligations to keep your access card and pass codes secure
- Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY or telephone or internet banking
- Immediately report loss, theft or unauthorised use
- If you change a pass code, do not select a pass code which represents your birth date or a recognisable part of your name
- Never write the pass code on the access card
- Never write the pass code on anything which is kept with or near the access card
- Never lend the access card to anybody
- Never tell or show the pass code to another person
- Use care to prevent anyone seeing the pass code being entered on a device
- Keep a record of the access card number and the Card Hotline telephone number for your area with your usual list of emergency telephone numbers
- Check your statements regularly for any unauthorised use
- Immediately notify us when you change your address
- ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and URL addresses
- If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history
- ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details

**If you fail to ensure the security of your access card, access facility and pass codes you may increase your liability for unauthorised transactions.**

These ePayment Conditions of Use govern all electronic transaction made using any one of our access cards or facilities, listed below:

- rediCARD
- Visa card
- BPAY
- Internet banking
- Telephone banking

You can use any of these electronic access facilities to access an account, as listed in the Summary of Accounts, Access Facilities and Transaction Limits brochure.

### **rediCARD**

rediCARD allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the rediCARD logo. We will provide you with a PIN to use with your rediCARD. rediCARD allows you to:

- check your account balances (at participating ATMs)
- withdraw cash from your account
- make purchases at retailers
- transfer money between accounts (at participating ATMs)
- deposit cash or cheques into your account (at limited participating ATMs)

We may choose not to give you a rediCARD if you are under 16 years of age.

### **Visa card**

Visa card allows you to make payments at any retailer displaying the Visa card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa card logo. We will provide you with a PIN to use with your Visa card. Visa card also allows you to:

- check your account balances (at participating ATMs)
- withdraw cash from your account
- make purchases at retailers, including over the phone and on the internet
- transfer money between accounts (at participating ATMs)
- deposit cash or cheques into your account (at limited participating ATMs)

We may choose not to give you a Visa card if your banking history with the Credit Union is not satisfactory, or if you are under 18 years of age.



### **Important Information about Chargebacks for Visa card**

If you believe a Visa card transaction was:

- unauthorised
- for goods or services and the merchant did not deliver them
- for goods and services which did not match the description provided by the merchant

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. However, we can only do a chargeback if you inform us of the disputed transaction within the timeframe determined by Visa. Currently the shortest cut-off time for notifying of chargeback circumstances is 45 days after the transaction, although longer periods may apply in particular circumstances

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the ePayments Conditions of Use.

**You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the Visa transaction receipt in question.**

## **SECTION 2. DEFINITIONS**

- (a) access card means an ATM card, debit card or credit card and includes Visa card and rediCARD
- (b) ATM means automatic teller machine
- (c) business day means a day that is not a Saturday, a Sunday, a public holiday or bank holiday in the state of NSW
- (d) device means a device we give to a user that is used to perform a transaction. Examples include:
  - (i) ATM card
  - (ii) debit card or credit card
  - (iii) token issued by a subscriber that generates a pass code
- (e) EFTPOS means electronic funds transfer at the point of sale – a network for facilitating transactions at point of sale
- (f) facility means an arrangement through which you can perform transactions
- (g) identifier means information that a user:
  - (i) knows but is not required to keep secret
  - (ii) must provide to perform a transactionExamples include an account number or member number.
- (h) manual signature means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet

- (i) pass code means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:
  - (i) personal identification number (PIN)
  - (ii) internet banking password
  - (iii) telephone banking password
  - (iv) code generated by a security tokenA pass code does not include a number printed on a device (eg. A security number printed on a credit or debit card).
- (j) regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your account at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction
- (k) transaction means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3
- (l) unauthorised transaction means a transaction that is not authorised by a user
- (m) user means you or an individual you have authorised to perform transactions on your account, including:
  - (i) a third party signatory to your account
  - (ii) a person you authorise us to issue an additional card to
- (n) we, us, or our means My Credit Union Limited
- (o) you means the person or persons in whose name this account and access facility is held

### **SECTION 3. TRANSACTIONS**

- 3.1 These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:
  - (a) initiated using electronic equipment
  - (b) not intended to be authenticated by comparing a manual signature with a specimen signature
- 3.2 These ePayment Conditions of Use apply to the following transactions:
  - (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
  - (b) telephone banking and bill payment transactions
  - (c) internet banking transactions, including 'Pay Anyone'
  - (d) online transactions performed using a card number and expiry date

- (e) online bill payments (including BPAY)
- (f) direct debits
- (g) transactions using mobile devices

#### **SECTION 4. WHEN YOU ARE NOT LIABLE FOR A LOSS**

- 4.1 You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
  - (b) a device, identifier or pass code which is forged, faulty, expired or cancelled
  - (c) a transaction requiring the use of a device and/or pass code that occurred before the user received the device and/or pass code (including a reissued device and/or pass code)
  - (d) a transaction being incorrectly debited more than once to the same facility
  - (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a pass code has been breached
- 4.2 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- 4.3 You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- 4.4 In a dispute about whether a user received a device or pass code
- (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
  - (b) we can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user
  - (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code

#### **SECTION 5. WHEN YOU ARE LIABLE FOR A LOSS**

- 5.1 If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.

5.2 Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the pass code security requirements in Section 6:

- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us
- (b) you are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit
  - (iii) that exceeds the balance on the facility, including any prearranged credit
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction

5.3 Where:

- (a) more than one pass code is required to perform a transaction
- (b) we prove that a user breached the pass code security requirements in Section 6 for one or more of the required pass codes, but not all of the required pass codes

you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

5.4 You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

*Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.*

5.5 Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all pass codes has been breached, you:

- (a) are liable for the actual losses that occur between:
  - (i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and

- (ii) when the security compromise was reported to us
- (b) are not liable for any portion of the losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit
  - (iii) that exceeds the balance on the facility, including any prearranged credit
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or pass code used to perform the transaction.

*Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.*

- 5.6 Where a pass code was required to perform an unauthorised transaction, and clauses 5.2 to 5.5 do not apply, you are liable for the least of:
- (a) \$150, or a lower figure determined by us
  - (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or pass code, including any prearranged credit
  - (c) the actual loss at the time that the misuse, loss or theft of a device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit
- 5.7 In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:
- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
  - (b) the fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 6
  - (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability

- 5.8 If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## **SECTION 6. PASS CODE SECURITY REQUIREMENTS**

- 6.1 Section 6 applies where one or more pass codes are needed to perform a transaction.
- 6.2 A user must not:
- (a) voluntarily disclose one or more pass codes to anyone, including a family member or friend
  - (b) where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:
    - (i) carried with a device
    - (ii) liable to loss or theft simultaneously with a deviceunless the user makes a reasonable attempt to protect the security of the pass code.
  - (c) where a device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).
- 6.3 For the purpose of clauses 6.2(b) to 6.2(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
- (a) hiding or disguising the pass code record among other records
  - (b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found
  - (c) keeping a record of the pass code record in a securely locked container
- preventing unauthorised access to an electronically stored record of the pass code record

This list is not exhaustive.

6.4 A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

*Note 1: An example of extreme carelessness is storing a user name and pass code for internet banking in a diary, mobile phone or computer that is not password protected under the heading 'Internet banking codes'.*

*Note 2: For the obligations applying to the selection of a pass code by a user, see clause 6.5.*

6.5 A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:

- (a) specifically instructed the user not to do so
- (b) warned the user of the consequences of doing so

6.6 The onus is on us to prove, on the balance of probability that we have complied with clause 6.5.

6.7 Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the pass code security requirements in Section 6.

6.8 Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in Section 6.

## **SECTION 7. LIABILITY FOR LOSS CAUSED BY SYSTEM OR EQUIPMENT MALFUNCTION**

7.1 You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.

7.2 Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- (a) correcting any errors
- (b) refunding any fees or charges imposed on the user

## **SECTION 8. NETWORK ARRANGEMENTS**

8.1 We must not avoid any obligation owed to you on the basis that:

- (a) we are a party to a shared electronic payments network
- (b) another party to the network caused the failure to meet the obligation.

8.2 We must not require you to:

- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
- (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

## SECTION 9. MISTAKEN INTERNET PAYMENTS

9.1 In this Section 9:

- (a) **direct entry** means a direct debit or direct credit
- (b) **mistaken internet payment** means a payment by a user through a 'Pay Anyone' 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 identifier that does not belong to the named and/or intended recipient as a result of:
  - (i) the user's error, or
  - (ii) the user being advised of the wrong BSB number and/or identifier

This does not include payments made using BPAY.

- (c) **receiving ADI** means an ADI whose customer has received an internet payment
- (d) **unintended recipient** means the recipient of funds as a result of a mistaken internet payment

9.2 When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.

9.3 If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds

*Note: Under the ePayments Code, the receiving ADI must within 5 business days:*

- (i) acknowledge the request by the sending ADI for the return of funds, and
- (ii) advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment

9.4 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.



- 9.5 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 9.6 You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:
- (a) are not satisfied that a mistaken internet payment has occurred
  - (b) have not complied with the processes and timeframes set out in clauses 9.2 to 9.5, or as described in the box overleaf
- 9.7 When we receive a complaint under clause 9.6 we must:
- (a) deal with the complaint under our internal dispute resolution procedures
  - (b) not require you to complain to the receiving ADI
- 9.8 If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider.

*Note: If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.*

**Information about a receiving ADI's obligations after we request return of funds**

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.**

**1. Process where funds are available and report is made within 10 business days**

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

**2. Process where funds are available and report is made between 10 business days and 7 months**

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:

(a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and

(b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds

- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.

- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.

- The sending ADI must return the funds to the holder as soon as practicable.

### **3. Process where funds are available and report is made after 7 months**

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.

- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.

- If the unintended recipient consents to the return of the funds:

(a) the receiving ADI must return the funds to the sending ADI, and

(b) the sending ADI must return the funds to the holder as soon as practicable

### **4. Process where funds are not available**

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

## **SECTION 10. USING TELEPHONE AND INTERNET BANKING**

10.1 We do not warrant that:

(a) the information available to you about your accounts through our home banking service is always up to date

(b) you will have 24 hours a day, 7 days per week, access to telephone banking or internet banking

(c) data you transmit via telephone banking or internet banking is totally secure

**SECTION 11. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR ACCESS CARD OR PASS CODE**

- 11.1 If you believe your access card has been misused, lost or stolen or the pass code has become known to someone else, you must immediately report this. See the instructions in the box overleaf.
- 11.2 We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.
- 11.3 The access card hotline is available 24 hours a day, 7 days a week.
- 11.4 If the access card hotline is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the access card hotline is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.
- 11.5 If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:
  - (a) with us by telephone or priority paid mail as soon as possible
  - (b) by telephoning the Visa Card Hotline number for the country you are in

<b>Visa and rediCARD Hotline</b>	
Australia	Overseas
<b>1300 655 116</b>	<b>+61 2 9965 1200</b>
Then option 3	Then option 3

**SECTION 12. HOW TO REPORT UNAUTHORISED USE OF TELEPHONE OR INTERNET BANKING**

- 12.1 If you believe that your pass codes for telephone or internet banking transactions have been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must contact us immediately.  
*Please refer to How to Contact Us on page 2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.*
- 12.2 If you believe an unauthorised transaction has been made and your access method uses a pass code, you should change that pass code.

### **SECTION 13. USING THE ACCESS CARD**

- 13.1 You agree to sign the access card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of access card. You must ensure that any other cardholder you authorise also signs their access card immediately upon receiving and before using it.
- 13.2 We will advise you from time to time:
- (a) what transactions may be performed using the access card
  - (b) what ATMs of other financial institutions may be used
  - (c) what the daily cash withdrawal limits are
- Please refer to the Summary of Accounts, Access Facilities and Transaction Limits brochure for details of current transaction limits.*
- 13.3 You may only use your access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your access card to access.
- 13.4 The access card always remains our property.

### **SECTION 14. USING VISA CARD OUTSIDE AUSTRALIA**

- 14.1 All transactions made in a foreign currency on the Visa card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- 14.2 All transactions made in a foreign currency on the Visa card are subject to a conversion fee.
- Please refer to the Fees and Charges Schedule brochure for the current conversion fee.*
- 14.3 Some overseas merchants and electronic terminals charge a surcharge for making a transaction using your Visa card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 14.4 Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

## **SECTION 15. ADDITIONAL ACCESS CARD**

- 15.1 You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
- 15.2 You will be liable for all transactions carried out by this cardholder.
- 15.3 We will give each additional cardholder a separate pass code.
- 15.4 You must ensure that any additional cardholders protect their access card and pass code in the same way as these ePayment Conditions of Use require you to protect access card and pass code.
- 15.5 To cancel the additional access card you must notify us in writing. However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.
- 15.6 You will not be liable for the continued use of the additional access card from the date that you have:
- (a) notified us that you want it cancelled; and
  - (b) taken all reasonable steps to have the additional access card returned to us

*Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.*

## **SECTION 16. USE AFTER CANCELLATION OR EXPIRY OF ACCESS CODE**

- 16.1 You must not use your access card:
- (a) before the valid date or after the expiration date shown on the face of access card
  - (b) after the access card has been cancelled
- 16.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

## **SECTION 17. EXCLUSIONS OF ACCESS CARD WARRANTIES AND REPRESENTATIONS**

- 17.1 We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept access card.
- 17.2 We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour access card.
- 17.3 We are not responsible for any defects in the goods and services you acquire through the use of the Visa card. You

acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

## **SECTION 18. CANCELLATION OF ACCESS CARD OR OF ACCESS TO HOME BANKING SERVICE OR BPAY**

- 18.1 You may cancel your access card, your access to telephone banking, internet banking or BPAY at any time by giving us written notice.
- 18.2 We may immediately cancel or suspend your access card or your access to telephone banking, internet banking or BPAY at any time for security reasons or if you breach these ePayments Conditions of Use. In the case of access card, we may cancel the access card by capture of the access card at any ATM.
- 18.3 We may cancel your access card or your access to telephone banking, internet banking or BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- 18.4 In the case of access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of access card.
- 18.5 In the case of telephone banking, internet banking or BPAY, if, despite the cancellation of your access to telephone banking, internet banking or BPAY, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 18.6 Your access card or your access to telephone banking, internet banking or BPAY will be terminated when:
- (a) we notify you that we have cancelled your access card or your access method to the account with us
  - (b) you close the last of your accounts with us to which the access card applies or which has telephone banking, internet banking or BPAY access
  - (c) you cease to be our member
  - (d) you alter the authorities governing the use of your account or accounts to which the access card applies or which has telephone banking, internet banking or BPAY access (unless we agree otherwise)
- 18.7 In the case of access card, we may demand the return or destruction of any cancelled access card.

## **SECTION 19. USING BPAY**

- 19.1 You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

19.2 When you tell us to make a BPAY payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

19.3 We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information.

*Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## **SECTION 20. PROCESSING BPAY PAYMENTS**

20.1 We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and 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
- (c) you think that you have been fraudulently induced to make a BPAY payment

*Please keep a record of the BPAY receipt numbers on the relevant bills.*

20.2 A BPAY payment instruction is irrevocable.

20.3 Except for future-dated payments you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.

20.4 We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.

20.5 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay).

*Please note that you must provide us with written consent addressed to the biller who received that 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.*

20.6 A BPAY payment is treated as received by the biller to whom it is directed:

- (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney when banks can effect settlements through the Reserve Bank of Australia

(b) otherwise, on the next banking business day after you direct us to make it



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

- 20.7 Notwithstanding this, a delay may occur processing a BPAY payment if:
- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY payment
  - (b) you tell us to make a BPAY payment on a day which is not a banking business day or after the cut off time on a banking business day
  - (c) a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations
- 20.8 If we are advised that your payment cannot be processed by a biller, we will:
- (a) advise you of this
  - (b) credit your account with the amount of the BPAY payment
  - (c) take all reasonable steps to assist you in making the BPAY payment as quickly as possible
- 20.9 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY payment and later discover that:
- (a) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess
  - (b) the amount you paid was less than the amount you needed to pay - you can make another BPAY payment for the difference between the amount you actually paid and the amount you needed to pay
- 20.10 If you are responsible for a mistaken BPAY payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## **SECTION 21. FUTURE-DATED BPAY PAYMENTS**

*Please note that this is an optional facility depending on whether we offer it.*

- 21.1 You may arrange BPAY payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:

- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose
- (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY payment will not be made and you may be charged a dishonour fee
- (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly
- (d) You should contact us if there are any problems with your future-dated payment
- (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date

## **SECTION 22. CONSEQUENTIAL DAMAGE FOR BPAY PAYMENTS**

- 22.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 22.2 We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## **SECTION 23. REGULAR PAYMENT ARRANGEMENTS**

- 23.1 You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- 23.2 To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

- 23.3 Should your card details be changed (for example if your Visa card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 23.4 Should your Visa card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

## **ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE**

---

Customer owned banking delivers customer-focused, competitive services. Credit unions and mutual building societies are customer-owned financial institutions committed to putting their members first.

The Customer Owned Banking Code of Practice, the code of practice for credit unions and mutual building societies, is an important public expression of the value we place on improving the financial wellbeing of our individual members and their communities.

Our 10 Key Promises to you are:

1. We will be fair and ethical in our dealings with you
2. We will focus on our members
3. We will give you clear information about our products and services
4. We will be responsible lenders
5. We will deliver high customer service and standards
6. We will deal fairly with any complaints
7. We will recognise member rights as owners
8. We will comply with our legal and industry obligations
9. We will recognise our impact on the wider community
10. We will support and promote the Customer Owned Banking Code of Practice

You can download a copy of the Customer Owned Banking Code of Practice at [mycu.com.au](http://mycu.com.au) or [coba.asn.au](http://coba.asn.au)

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact:

### **Code Compliance Committee Mutuals**

PO Box 14240, Melbourne VIC 8001

Phone: 1300 780 808

Fax: 03 9613 7481

Email: [info@codecompliance.org.au](mailto:info@codecompliance.org.au)

Website: [cobccc.org.au/for-consumers/resolving-complaints/](http://cobccc.org.au/for-consumers/resolving-complaints/)

The Code Compliance Committee Mutuals (CCC) is an independent committee, established in accordance with the Code, to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation we recommend you contact us first. You can contact our external dispute resolution provider, the Financial Ombudsman Service, directly. However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

You can contact the Financial Ombudsman Service:

- by calling 1300 780 808
- by visiting [fos.org.au](https://www.fos.org.au)