

# Australian Unity Bank Transaction, Savings and Investment Products Terms and Conditions

**19 May 2023**

# About these Terms and Conditions

When you open an Account with us, your agreement with us includes:

- your application;
- this booklet;
- our 'Schedule of Fees, Charges and Transaction Limits' booklet;
- our 'Mobile Banking App Terms of Use';
- our 'PayID Terms and Conditions';
- our 'Schedule of Interest Rates'; and
- our 'Financial Services Guide'

Together these booklets form the Terms and Conditions for Australian Unity Bank's Accounts.

Please read this booklet carefully and keep it for future reference. This booklet does not set out the Mobile Banking App Terms of Use and the PayID Terms and Conditions. This information and our current Australian Unity Bank Transaction, Savings and Investment Products Terms and Conditions are available at [www.australianunity.com.au/banking/terms-and-conditions](http://www.australianunity.com.au/banking/terms-and-conditions).

## These Terms and Conditions apply to these Accounts:

- S39 Healthy Banking Everyday Transaction Account
- Mortgage Offset Account
- Active Saver Account
- Freedom Saver Account
- Easy Saver Account
- Kids Saver Account
- Term Deposit
- SMSF Cash Management Account
- SMSF Offset Account
- SMSF Term Deposit

These Terms and Conditions also apply to redraw on eligible home loan products.

## They also apply to these Accounts, with the below Accounts no longer available for sale:

- S1 Everyday Banking Account
- Business Account
- Cash Management Account
- Net Invest Account
- Golden Saver Account

## Customer Owned Banking Code of Practice

We subscribe to the Customer Owned Banking Code of Practice. The relevant provisions of the Customer Owned Banking Code of Practice as amended from time to time apply to your Accounts and Access Facilities if you are an individual or a small business (as defined by the Customer Owned Banking Code of Practice).

## General Enquiries

For more information and any general enquiries or questions about this booklet, or the terms and conditions contained within it, please contact us:

☎ Phone us on 1300 790 740 (Monday to Friday – 8.30am and 5.30pm AEST)

✉ Write to us at GPO Box 1801, Melbourne VIC 3001

✉ Email us at: [bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au)

# Table of Contents

## AUSTRALIAN UNITY BANK TRANSACTION, SAVINGS AND INVESTMENT PRODUCTS TERMS AND CONDITIONS.....1

### ABOUT THESE TERMS AND CONDITIONS ..... 2

1. Opening an Account .....	11
1.1 Account Types .....	11
1.2 Eligibility .....	11
1.3 Opening Process.....	11
1.4 Identification.....	11
1.5 Tax Information.....	12
1.6 Additional information .....	13
2. Using an Account .....	14
2.1 Authority to use an Account.....	14
2.2 Deposits .....	15
2.3 Processing of deposits generally .....	15
2.4 Withdrawals or transfers.....	15
2.5 Processing of withdrawals generally .....	16
2.6 Direct debits.....	16
2.7 Sweep facility.....	17
2.8 Recurring and periodical payments .....	17
2.9 Overdrawing an account .....	18
2.10 Security of cards, PINs, secret codes & passwords .....	18
2.11 SMS One Time Passwords (OTP).....	20
2.12 Electronic Transaction limits .....	20
2.13 Processing electronic transactions .....	20
2.14 Account interest.....	20
2.15 Closing Accounts, cancelling Access Facilities, suspending Accounts and deciding not to process a transaction.....	22
2.16 Dormant and inactive accounts.....	23
2.17 Unclaimed Monies.....	24
2.18 Anti-Money Laundering and Sanctions.....	24
2.19 Cheques.....	24
3. Electronic Banking .....	26
3.1 Cards .....	27
3.2 Equipment Malfunction.....	32
3.3 Regular Payment Arrangements.....	32
3.4 Reporting the loss, theft or unauthorised use of cards or PINs.....	32
4. Other Important Information.....	33
4.1 Australian Unity Membership .....	33
4.2 Changing name, address or contact details .....	33
4.3 Account combination.....	33
4.4 Notifying changes .....	33
4.5 Changes to Terms and Conditions.....	34
4.6 Liability .....	34

4.7	Statements and notices .....	35
4.8	How we send account statements and notices .....	35
4.9	ePayments Code .....	36
4.10	Privacy.....	36
4.11	Privacy and Osko.....	36
4.12	Complaints .....	36
4.13	Payment Disputes, Investigations and Fraud .....	37
4.14	Financial Difficulty.....	37
4.15	Financial Claims Scheme .....	38
4.16	Bank Fees and Charges .....	38
5.	Electronic Banking Conditions of Use.....	38
5.1	Telephone, Internet Banking and Mobile App Banking .....	38
5.2	Mistaken Internet Payments .....	39
5.3	Liability for Unauthorised Transactions.....	41
5.4	Other situations - Limited Liability .....	42
5.5	BPAY® .....	43
5.6	Osko .....	44
5.7	PayTo.....	46
6.	Definitions.....	50
7.	Contacting Us.....	52

## Summary of Accounts (currently available to new customers) and Access Facilities

The tables below outline the different features, conditions and eligibility criteria for the accounts we currently offer. Any advice given does not take into account your personal needs and financial circumstances so you should consider whether the product or service is appropriate for you.

Please contact us if you have any questions about the information contained in these tables.

Transaction Accounts		
Feature	S39 Healthy Banking Everyday Transaction Account	Mortgage Offset Account
Minimum Opening Balance	\$0	\$0
Interest Calculated	Daily	Daily
Interest Credited	Monthly	Offsets Monthly
Funds Availability	At Call	At Call
PayID	✓	✓
PayTo	✓	✓
Visa Debit Card	✓	✓
Internet Banking	✓	✓
Telephone Banking	✓	✓
Pay Anyone	✓	✓
Osko	✓	✓
BPAY®	✓	✓
Bank@Post™	✓	✓
Cheque Book	✗	✗
Additional Information		The offset only applies if the Mortgage Offset Account and the loan account are in the same names. Activating the Mortgage Offset Account operates as a variation to your loan contract. The unpaid balance of the loan used for calculation of interest is reduced by the Offset Balance, being the Offset Rate percentage of the balance of the Mortgage Offset Account.

® Registered to BPAY® Pty Ltd ABN 69 079 137 518.

Bank@Post™ and its device mark are trademarks (registered or otherwise) of Australian Postal Corporation. All rights reserved.

<b>Savings Accounts</b>		
<b>Feature</b>	<b>Active Saver Account</b>	<b>Freedom Saver Account</b>
<b>Minimum Opening Balance</b>	\$0	\$0
<b>Interest Calculated</b>	Daily	Daily
<b>Bonus interest</b>	✓	✗
<b>Interest Credited</b>	Monthly	Monthly
<b>Funds Availability</b>	At Call	At Call
<b>Balance to Maintain</b>	Nil	Nil
<b>PayID</b>	✓	✓
<b>PayTo</b>	✗	✗
<b>Visa Debit Card</b>	✗	✗
<b>Internet Banking</b>	✓	✓
<b>Telephone Banking</b>	✓	✓
<b>Pay Anyone</b>	Credits only	Credits only
<b>BPAY®</b>	✗	✗
<b>Osko</b>	Credits only	Credits only
<b>Bank@Post</b>	✗	✗
<b>Cheque Book</b>	✗	✗
<b>Additional Information</b>	<p>Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.</p> <p>This Account is only available to customers aged 16 or over.</p>	<p>Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.</p> <p>This Account is only available to customers aged 16 or over.</p>

\*Please refer to the 'Schedule of Interest Rates – Transaction and Savings Accounts' for available options.

## Savings Accounts

Feature	Easy Saver Account	Kids Saver Account
Minimum Opening Balance	\$0	\$0
Interest Calculated	Daily	Daily
Bonus interest	✓	✓
Interest Credited	Monthly	Monthly
Funds Availability	At Call	At Call
Balance to Maintain	Nil	Nil
PayID	✓	✓
PayTo	✗	✓
Visa Debit Card	✗	✗
Internet Banking	✓	✓
Telephone Banking	✓	✓
Pay Anyone	Credits only	✓
BPAY®	✗	✗
Osko	Credits only	✓
Bank@Post	✗	✗
Cheque Book	✗	✗
<b>Additional Information</b>	<p>Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.</p> <p>This Account is only available to customers aged 16 or over.</p>	<p>This Account is a children's savings account, for children 14 and under.</p> <p>Where large parcels of funds are likely to be deposited, we will require the Account to be opened in the name of the parent/guardian in trust for the child.</p>

\*Please refer to the 'Schedule of Interest Rates – Transaction and Savings Accounts' for available options.

Investment Accounts		
Feature	Term Deposit	SMSF Term Deposit
Minimum Opening Balance	\$5,000	\$5,000
Interest Calculated	Daily	Daily
Bonus interest	✗	✗
Interest Credited	At maturity or at an agreed frequency*	At maturity or at an agreed frequency*
Funds Availability	Term Deposit	Term Deposit
Balance to Maintain	\$5,000	\$5,000
PayID	✗	✗
PayTo	✗	✗
Visa Debit Card	✗	✗
Internet Banking	✗	✗
Telephone Banking	✗	✗
Pay Anyone	✗	✗
BPAY®	✗	✗
Osko	✗	✗
Bank@Post	✗	✗
Cheque Book	✗	✗
<b>Additional Information</b>	<p>On maturity we will reinvest or withdraw your term deposit as per your instructions. If you have instructed us to withdraw your term deposit, the principal and interest may be paid into another Account you hold with us. If you have instructed us to reinvest your term deposit, unless we agree with you otherwise the interest accrued will be added to your term deposit Account and we will re-invest your term deposit for the same term at the interest rate applicable on the day of reinvestment. The interest rate that applies for that investment period may be less than the rate that previously applied. We will allow you a seven day grace period following reinvestment for you to withdraw or transfer your term deposit without incurring a fee or reduction in interest.</p> <p>In accepting a fixed term deposit, you agree to invest those funds with us for the nominated term.</p> <p>The acceptance of an early redemption request will be subject to an interest</p>	<p>On maturity we will reinvest or withdraw your term deposit as per your instructions. If you have instructed us to withdraw your term deposit, the principal and interest may be paid into another Account you hold with us. If you have instructed us to reinvest your term deposit, unless we agree with you otherwise the interest accrued will be added to your term deposit Account and we will re-invest your term deposit for the same term at the interest rate applicable on the day of reinvestment. The interest rate that applies for that investment period may be less than the rate that previously applied. We will allow you a seven day grace period following reinvestment for you to withdraw or transfer your term deposit without incurring a fee or reduction in interest.</p> <p>In accepting a fixed term deposit, you agree to invest those funds with us for the nominated term.</p> <p>The acceptance of an early redemption request will be subject to an interest adjustment, calculated as a percentage on</p>



	adjustment, calculated as a percentage on the actual term of the deposit, referenced to the original maturity date. The Schedule of Fees, Charges and Transaction Limits provides information on how the reduction in rate is calculated.	the actual term of the deposit, referenced to the original maturity date. The Schedule of Fees, Charges and Transaction Limits provides information on how the reduction in rate is calculated.
--	---	---

\*Please refer to the 'Schedule of Interest Rates – – Investment Accounts' for the available options; interest may be added to the term deposit or credited to an eligible Australian Unity account.

<b>SMSF Accounts</b>		
<b>Feature</b>	<b>SMSF Cash Management Account</b>	<b>SMSF Offset Account</b>
<b>Minimum Opening Balance</b>	\$0	\$0
<b>Interest Calculated</b>	Daily	Daily
<b>Interest Credited</b>	Monthly	Offsets Monthly
<b>Funds Availability</b>	At Call	At Call
<b>Balance to Maintain</b>	✗	✓
<b>PayID</b>	✓	✓
<b>PayTo</b>	✓	✓
<b>Visa Debit Card</b>	✓	✓
<b>Internet Banking</b>	✓	✓
<b>Telephone Banking</b>	✓	✓
<b>Pay Anyone</b>	✓	✓
<b>BPAY®</b>	✓	✓
<b>Osko</b>	✓	✓
<b>Bank@Post</b>	✓	✗
<b>Cheque Book</b>	✓	✗
<b>Additional Information</b>	You may agree for your Financial Adviser to be a nominated Authority to Operate (ATO). Should you agree to this, your Financial Adviser and you will be required to complete an ATO form and provide evidence of identity as required under the Anti-Money Laundering/Counter-Terrorism Financing (AML/CTF) Act 2006.	The offset only applies if the SMSF Offset Account and the loan account are in the same names. Activating the SMSF Offset Account operates as a variation to your loan contract. The unpaid balance of the loan used for calculation of interest is reduced by the Offset Balance, being the Offset Rate percentage of the balance of the SMSF Offset Account.

### Summary of Accounts (closed to new customers) and Access Facilities

Feature	S1 Everyday Banking Account	Business Account	Cash Management	Net Invest Account	Golden Saver Account
Minimum Opening Balance	\$0	\$0	\$0	\$0	\$0
Interest Calculated	0.01% p.a.	0.00%	Daily	Daily	Daily
Interest Credited	Quarterly	Quarterly	Monthly	Monthly	Quarterly
Funds Availability	At Call	At Call	At Call	At Call	At Call
PayID	✓	✗	✓	✓	✓
PayTo	✓	✓	✓	✓	✓
Visa Debit Card	✓	✓	✗	✗	✓
Internet Banking	✓	✓	✓	✓	✓
Telephone Banking	✓	✓	✓	✓	✓
Pay Anyone	✓	✓	✓	✓	✓
Osko	✓	✓	✓	✓	✓
BPAY®	✓	✓	✓	✓	✓
Bank@Post	✓	✓	✓	✗	✓
Cheque Book	✓	✓	✗	✗	✓

## 1. Opening an Account

### 1.1 Account Types

Our accounts are made up of transaction (including mortgage offset accounts), savings and term deposit accounts along with the following Access Facilities for those accounts:

- Visa Debit/Credit Card;
- Cheque Book;
- Telephone Banking and Internet Banking;
- BPAY®;
- EFTPOS and ATM access; and
- Direct Debits.
- PayTo

### 1.2 Eligibility

#### Accounts

You may open any combination of Accounts included in the 'Summary of Accounts' table, subject to the eligibility requirements of each account type.

To be eligible for one of our savings or transaction account products, you must be 16 years of age or over, with the exception of the Kids Saver account which is only available to children aged 14 and under. To be eligible for an investment (term deposit) account you must be 18 years of age or over.

Accounts are only available to persons from within Australia. Applications from outside Australia will not be accepted. The individual(s) or entities in whose name in which the Account is opened, and all signatories to the Account, must reside in Australia.

### 1.3 Opening Process

You will need to complete a customer application form to open an Account. For joint Accounts, each person must complete a customer application form. You will be required to provide proof of identity. Please refer to Clause 1.4 for more information.

You may be able to open an Account online in certain circumstances; however, proof of identity is still required.

### 1.4 Identification

#### Proof of identity required

The Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act (2006) requires us to verify your identity when you open an account and the identity of anyone you authorise to operate on your Account. This includes the identification of your status or association with a Politically Exposed Person (PEP), and if there are any beneficial owners to your Account/s (if applicable).

Acceptable documents you can use as proof of identity must confirm your full name, date of birth and current residential address. One of the documents must include your photograph or a signature.

If at any time you want to appoint a person as a signatory or a Power of Attorney to your account/s, this person must also provide proof of identity.

A full list of acceptable identification documents and methods of identity verification are available on our website.

If you do not have standard identification documents because you are of Aboriginal and Torres Strait Islander heritage or due to other circumstances contact us to find out how your identity can be verified.

If you previously completed proof of identity with us, you'll need to provide your Account number details so we may verify the proof of identity already conducted.

#### What is a Politically Exposed Person (PEP)?

A PEP means an individual who holds a prominent public position or function in a government body or an international organisation in Australia or overseas, such as a Head of State or head of a country or government, or a government minister or equivalent senior politician. A PEP can also be:

- An individual who is an immediate family member of a person referred to above,

including a spouse, de facto partner, a child and a child's spouse or de facto partner, or a parent; and

- An individual who is a close associate of a person referred to above, i.e., any individual who is known to have joint beneficial ownership of a legal arrangement or legal entity with a person referred to above, or sole beneficial ownership of a legal entity or legal arrangement that is known to exist for the benefit of a person described above.

### **What is a Beneficial Owner?**

The requirement to consider beneficial ownership arises where a customer is an entity, such as a company, trust or partnership.

The beneficial owner of a customer means an individual who ultimately owns or controls (directly or indirectly) the customer.

1. "Control" means having the power to make decisions about the entity's finances and operations. They may exert control through trusts, agreements, arrangements, understandings, policies or practices.
2. "Owns" means owning 25% or more of the entity. This can be directly (such as through shareholdings) or indirectly (such as through another company's ownership or through a bank or broker).

For a customer who is an individual (that is, a natural person), the bank may assume that the customer and the beneficial owner are one and the same (unless the bank has reasonable grounds to consider otherwise).

Where the customer is not a natural person, the bank is required to identify the beneficial owner of each customer.

### **Requesting additional information**

From time to time, and in order to comply with laws in Australia or overseas (such as Australia's laws to combat money laundering/terrorism financing, and tax evasion), we may require additional information from you, and may withhold funds you deposit until you provide it, or

suspend or close your Account if you fail to provide it.

For example, we may need you to provide us with information about whether you are a tax resident in another country, and if you are what your tax identification/file number is.

## **1.5 Tax Information**

### **Disclosing your Tax File Number (TFN)**

Government legislation states that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. We will ask you if you want to disclose your TFN or are eligible for an exemption. Businesses need only disclose their Australian Business Number (ABN).

We will use your TFN to report details of interest earned on your Account to the Australian Taxation Office (ATO). We will also note your TFN or TFN exemption against your account.

You do not have to provide your TFN or ABN number to us or advise that you are eligible for an exemption. However, if you choose not to do so, we may be obliged to deduct withholding tax at the maximum marginal tax rate from any interest income you earn on your Account.

If you are a non-resident of Australia, we may also be obliged to deduct non-resident withholding tax.

For a joint Account, each person must quote their TFN and/or exemptions, otherwise withholding tax may apply to all interest earned on the joint Account.

### **Automatic Exchange of Information (AEOI)**

We intend to meet any requirements imposed on our funds under Australian legislation designed to give effect to the Automatic Exchange of Information (AEOI) regimes.

Australia's obligations under AEOI regimes include legislation designed to give effect to the Foreign Account Tax Compliance Act (FATCA) and the Organisation for Economic Co-operation and Development's (OECD)

Common Reporting Standard (CRS). As such, we:

- collect certain information from you when you open an account to identify whether you are a foreign tax resident,
- monitor accounts to identify where customers may now be reportable under the AEOI regimes report information about declared and unconfirmed foreign tax residents to the ATO annually; and
- retain information to meet record keeping requirements.

All customers are required to declare if they are a foreign tax resident, solely an Australian tax resident, or a combination of both.

Customers who are solely an Australian tax resident will not be impacted by the AEOI regimes provided they are not linked to a joint account holder who is a foreign tax resident. Please note that children are also subject to AEOI regimes.

If you do not provide information about your foreign tax residency, including providing your US Tax Identification Number (TIN), we may refuse to open an account for you. If you are an existing customer, we will write to you and request that you provide this information. We will also write to you if the Internal Revenue Service (IRS) notifies the ATO that the TIN provided to us is not correct, in order to obtain the correct TIN. If you do not provide the information requested in the timeframe provided in our letter(s) to you, we may be required to suspend your account so that you cannot access your money and/or to close your account.

You need to tell us if your tax residency status changes and provide us with an updated Tax Residency Information Form within 30 days of this change.

If you are unsure of your tax residency status or have specific questions about your tax residency, we suggest you seek advice from an independent tax agent or advisor as we are unable to provide tax advice. You can also visit the [ATO website \(https://www.ato.gov.au/\)](https://www.ato.gov.au/) for further information or call their service line (for individual info) on 13 28 61.

It is recommended you consult with your tax advisor to discuss the impact these AEOI regimes may have on you.

## Taxation consequences

Interest earned on an Account is classified as income and may be subject to income tax. We recommend you seek your own advice in relation to income tax matters.

### 1.6 Additional information

#### Joint Accounts

A joint Account is an Account held by two or more persons. If you are joint Account owners, you can let us know your preferred method of Account operation, that is, whether authorisation is required on an 'all to sign' or 'either/or to sign' basis.

You can operate a joint Account on an 'all to sign' or 'either/or to sign' basis – 'all to sign' means all Account holders must authorise transactions on the Account, and 'either/or' means that any one joint Account holder can access the Account without the authority of the other joint Account holder/s. If any joint Account holder requests that we do so, we will change the joint Account to 'all to sign'. We may also change the joint Account to 'all to sign' at any time if we consider it appropriate to do so.

The important legal consequences of holding a joint Account are:

- **Deceased joint Account holder** – When we become aware of the death of a joint Account holder, we no longer have authority to act on the deceased joint Account holder's instructions, but have continuing authority to operate on the instructions of the surviving joint Account holder/s.
- Technically, the surviving joint Account holder/s is entitled to 100% of the Account funds, however we are entitled to insist on receiving the correct documents in accordance with deceased Account procedures before allowing the surviving joint Account holder/s full access to the funds in the Account.

- Once the documentation is received, the joint Account will be closed and a new Account opened in the surviving Account holder/s name.
- Please 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.
- **Joint and Several Liability** – if the Account is overdrawn, each Account holder is individually liable for the full amount owing.

## Trust Accounts

You can open a trust Account. However:

- We are not taken to be aware of the terms of the trust;
- We do not have to verify that any transactions you carry out on the Account are authorised by the trust; and
- The name of each trustee and beneficiary, or a description of each class of beneficiary, of the trust must be provided.

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

Trust Accounts can be opened in the following ways.

- Where one or more persons open an account in which they are named as trustee for another person(s). For example, a trustee account held by parents for children
- By trustees under a will
- By trustees for clubs and other organisations
- By trustees of a Self-Managed Superannuation Fund.

It is the responsibility of the trustee(s) to comply with all relevant obligations, including superannuation and tax laws. The trustee(s) need to be aware of their obligations, including as they relate to deposits and

withdrawals from their SMSF Accounts. We recommend that you seek independent financial, legal and taxation advice regarding your trustee obligations if you are a trustee of an Account.

## 2. Using an Account

### 2.1 Authority to use an Account

You can authorise us at any time to allow another person (Authorised User) to operate on your Account/s. This includes any authorised third party signatory or any other person authorised to use the Account. However, we will need to verify this person's identity before they can access your Account.

To grant an Authorised User access to the Account, an 'Authority to Operate Form' must be completed by the Account holder/s and the person being authorised.

You can specify which of your Accounts you give the Authorised User authority to operate on.

You are responsible for all transactions your Authorised User carries out on your Account. You should ensure that the person you authorise to operate on your Account is a person you trust fully.

If you wish to provide us with a Power of Attorney for Authorised User access to the Account, we will need to sight the original Power of Attorney document or a certified copy. The Power of Attorney must allow the Attorney to deal with the financial affairs on behalf of the customer. If it does not, we will be unable to accept it. Each page of the document must be certified by an approved Certifier.

You may revoke the Authorised User's access at any time by providing us written notice.

Please note instructions relating to Powers of Attorney or Authorities to Operate cease to exist upon the death of an Account holder who provided those instructions.

You are responsible to us for all liability that arises as a result of operations on the Account, including operations which are facilitated by an Authorised User. If you have a joint Account, each joint Account holder is jointly

and severally responsible to us for any liability.

To avoid doubt, you are responsible for:

- the transactions facilitated by you and each Authorised User;
- ensuring your conduct and the conduct of each Authorised User complies with these terms and conditions, our PayID Terms and Conditions and Mobile Banking App Terms of Use; and
- ensuring no other person can access any SMS sent to you or an Authorised User.

You must ensure that:

- each Authorised User receives a copy of these Terms and Conditions;
- each Authorised User notifies you immediately upon the Authorised User acquiring another means of operating your Account, such as mobile banking, any application or digital wallet; and
- you read and understand the Terms and Conditions applicable to such other means of operating the Account acquired by an Authorised User.

## 2.2 Deposits

You can make deposits to your Account by:

- Direct credit (e.g., from your employer for wages or salary);
- Electronic transfer from another Account with us, including arranging a once off or periodical payment from another of your accounts with us, or another person's account with us;
- Arranging an electronic transfer from your account with another financial institution;
- Arranging an electronic transfer from another person's account with another financial institution; and
- In person at Australia Post outlets using Australia Post's Bank@Post Service (providing you have a card linked to the Account you wish to deposit into and know your PIN).

Note that electronic credits may not be processed on the same day. Please refer to Clause 3 for more information.

The products you use can have varying deposit options. Please refer to the 'Summary of

Accounts' table within this booklet for more information.

## Depositing cheques drawn on Australian banks

You can only access the proceeds of a cheque when it has cleared. You should allow three to seven business days for a cheque that you deposit to your Account to clear. This includes a cheque that you deposit to your account via Australia Post's Bank@Post Service at an Australia Post outlet.

You can ask us for a special cheque clearance, to allow you to draw on the cheque before it has cleared, for which we may charge a fee.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

## 2.3 Processing of deposits generally

The date on which deposits are applied to your Account may differ, depending on the nature of the deposit. Generally, deposits will be applied (i.e., 'be effective') on the date of processing, but in some cases, they may be applied as at a different date. We will process deposit transactions received on any one day in the order we determine in our absolute discretion.

## 2.4 Withdrawals or transfers

You may withdraw or transfer money from your account, as long as enough funds are available, in the following ways:

- By arranging a direct debit (on your Visa card or Account) or periodical payment from your Account;
- By transferring funds to another Account with us or another financial institution in Australia or overseas, or by making a BPAY® payment (to make a payment to a biller), via Telephone Banking, Internet Banking, the mobile banking app or a PayTo payment (where eligible) (see Clause 5.7);
- By cheque if you have a cheque book for your Account;
- BPAY® by withdrawing cash at an ATM (where your Account is linked to a Visa Card);
- By making a cash withdrawal or purchase via an EFTPOS terminal, where your

Account is linked to a Visa Card and the cash withdrawal or purchase is permitted by the operator of the EFTPOS terminal (noting that some Merchants may impose restrictions on withdrawing cash); and

- By making a cash withdrawal or purchase via Australia Post's Bank@Post Service at an Australia Post outlet (providing your Account is linked to a Visa Card and you know your PIN).

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

A fee may be charged for some withdrawals. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for daily transaction limits.

### **Responsibility for withdrawals or transfers**

It is your responsibility to ensure that all the information you provide to us to facilitate a withdrawal or transfer is correct. For instance, where applicable we will rely on the Account number and branch number (BSB) you provide in your instruction to process a transfer to another account or another financial institution (including for direct debit, recurring and periodical payments). We will not check that the details provided by you are correct or that the account name matches the account number. If you provide an incorrect account number or BSB in your instruction, your payment may be credited into the wrong account despite the account not being in the same name as the intended payee. It may not be possible to recover your money from an unintended recipient.

### **Withdrawal and transfer options available**

The transaction, savings and investment products we offer have varying withdrawal and transfer options available. Please refer to the 'Summary of Accounts and Access Facilities' table within this booklet.

### **Withdrawals using our corporate cheques**

A corporate cheque is a cheque that we draw payable to the person you nominate. When you request a corporate cheque, a fee may be

applicable. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

If a corporate cheque is lost or stolen, you must ask us to put a stop payment on it.

If you don't tell us, as soon as possible, that your corporate cheque has been lost or stolen, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority.

To the extent permitted by law, you indemnify us from and against any claims that you wrongfully authorised us to stop the corporate cheque.

We cannot stop payment on a 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 assistance with claiming a refund.

## **2.5 Processing of withdrawals generally**

The date on which withdrawals are applied to your Account may differ, depending on the nature of the withdrawal. Generally, withdrawals will be applied (i.e., 'be effective') on the date of processing, but in some cases, they may be applied as at a different date. We will process withdrawal transactions received on any one day in the order we determine in our absolute discretion.

## **2.6 Direct debits**

A direct debit is a payment that you have authorised a participating biller to debit from your Account. 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.

Sufficient clear funds must be in your Account prior to the debit being processed. If you have insufficient funds in your Account, we may instruct the biller to dishonour your direct debit.



We will charge you a dishonour fee if this occurs. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

Depending on the circumstances, we may have discretion to allow the debit to be paid and to sweep your Account for this purpose. Please refer to Clause 2.7.

If you overdraw your Account, we will charge you debit interest and a fee. Please refer to Clause 2.9 along with the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

In certain cases, we may be able to block a direct debit by a participating biller, at your request, provided the request is made at least two business days before the payment is due to be made. Blocking one or more direct debits may cause the authorised biller concerned to stop providing the relevant goods and services or may result in liability for you under any contract between you and the authorised biller. You should make an alternative payment arrangement with the authorised biller if necessary.

To cancel direct debits linked to your Account/s, please contact us for assistance and we will action the request on your behalf. Such requests will be actioned within one business day. For direct debits linked to your Visa Card, contacting the biller in the first instance is the most convenient and effective way to cancel your DDR Service Agreement; however, in all instances our staff are able to assist you.

If you believe a direct debit initiated by a biller is incorrect, you should contact the biller to resolve the issue. Alternatively, you may contact us and 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 a direct debit on your Visa Card, please contact us directly about unauthorised or irregular transactions.

We can cancel your direct debit, at our absolute discretion, usually after 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 dishonoured debit.

If you have authorised a participating biller to debit your account as a direct debit and the participating biller migrates the direct debit to PayTo, the direct debit will cease to be a direct debit and will instead be treated as a PayTo Payment Agreement (see Clause 5.7 for more information about PayTo and Migrated DDRs).

## **2.7 Sweep facility**

You may nominate an Account (the first Account) to have either a nominated minimum balance, or to consistently remain in credit. You may then nominate a second Account, which authorises us to automatically transfer sufficient funds to keep the first Account at its nominated balance or in credit as a buffer for any payments that may be due to come out of the first account where you may not be sure if there are sufficient funds to cover them. However, we are not obliged to transfer funds if there are insufficient funds in the second Account to draw on.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information, or to set up a sweep facility, please contact us.

## **2.8 Recurring and periodical payments**

### **Recurring payment**

A recurring payment is a payment that you have arranged via Internet Banking or the mobile banking app to be paid on a repeating basis from your Account. You may use Internet Banking or the mobile banking app to stop, change or cancel an established recurring payment at any time before the relevant recurring payment is made.

You may also arrange for recurring payments to be automatically debited from your Account using your Visa debit card. To cancel recurring payments linked to your card you must contact the participating biller debiting your Account to do so. If the participating biller continues debiting money, please contact us we will submit a request to stop the facility.

Excluding Osko recurring payments, which

will be processed same day, any recurring payment scheduled for payment on a non-Business Day will be processed on the next Business Day.

### **Periodical payment**

A periodical payment is a payment (other than a recurring payment) that you have arranged with us to be paid on a repeating basis from your Account. You may establish a periodical payment by contacting our Contact Centre. If you have an established periodical payment, you can ask us to stop, change or cancel a periodical payment by contacting our Contact Centre at least two business days before the relevant periodical payment is due to be made.

Any periodical payment scheduled for payment on a non-Business Day will be brought forward and processed on the Business Day prior to the scheduled periodical payment date.

### **2.9 Overdrawing an account**

You must keep sufficient cleared funds in your Account prior to writing and issuing cheques and to cover direct debits, PayTo Payments and Electronic Transactions. If you do not, we may dishonour the transaction and charge a dishonour fee.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

Alternatively, if your Account is overdrawn for any reason and you do not have available credit under any formal overdraft facility, we may choose to honour the transaction and overdraw your Account. We will charge you:

- Interest at our current overdraft rate, calculated on the daily closing balance. Please note interest will accrue daily on the overdrawn daily closing balance, and/or;
- An Overdrawn Account fee if your Account is overdrawn during a calendar month based on the effective date of your transaction. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

Please note 'Cleared funds' means the proceeds of cheque deposits to your Account,

once the cheque is cleared, cash deposits and other credits at the time we receive these funds.

If your Account is overdrawn, you must pay the overdrawn amount straight away. Any deposits into your Account will be applied to the overdrawn amount, and any interest or fees applied to your Account.

### **2.10 Security of cards, PINs, secret codes & passwords**

#### **Card security**

For liability for unauthorised transactions, refer to Clause 5.3.

You must take note of the following when considering the security of your Access Facilities:

- You must sign your card immediately upon receipt, destroy the card when it expires by cutting it diagonally in half (including any embedded microchip, magnetic strip and validation code), not let anyone else use your card, ensure you retrieve your card after every transaction and take reasonable steps to protect your card from theft;
- You must not disclose any of your card details, PINs, codes, passwords or secret codes to anyone (including family members or friends) or expose yourself to them being obtained, such as allowing a family member or friend to see you enter a PIN or password into an ATM or on a computer.

The security of your cards, codes, PINs, passwords and secret codes is very important because they give unrestricted access to your Account. You must make every effort to protect your cards, codes, PINs, passwords and secret codes from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use.

- You must not select a code, PIN, password or secret code that represents your birth date or a recognisable part of your name. If you do select a code, PIN, password or secret code, such as your name, a recognisable part of your name or your birth date, you may be liable for any losses

that occur as a result of unauthorised use of the code, PIN, password or secret code or if your code, PIN, password or secret code has been misused or has become known to someone else. We will advise you of this at the time of providing you with an Access Facility in which you will need to select a code, PIN, password or secret code and make a record of this.

- You must not write the code, PIN, secret code or password on an Access Facility or keep a record of the PIN, secret code or password on anything that is kept with or near any Access Facility that may be lost or stolen simultaneously, unless reasonable steps have been taken to carefully disguise the PIN, secret code or password, such as by hiding or disguising them among other records, hiding or disguising them in places where they would not expect to be found, keeping them in securely locked containers, or preventing unauthorised use of electronically stored PINs, secret codes or passwords.
- You must not act with extreme carelessness in failing to protect the security of your PINs, secret codes or passwords. Extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour, such as keeping a record of your customer number and password to access Internet Banking/Mobile App in your wallet or purse, where you have clearly written “customer number and Internet Banking/mobile banking app password”.
- You must immediately contact us if you think there has been a security breach on your Account. Failure to do so may increase your liability for subsequent unauthorised transactions.

### **Internet Banking and mobile banking app security**

You must take note of the following when considering the security of your Internet Banking and mobile banking app:

- Always log out of your Internet Banking or mobile banking app when not in use;

- Do not allow another person to use your Internet Banking or mobile banking app passwords to make purchases or payments;
- Notify us immediately if you are unable to log in to your Internet Banking or mobile banking app using your password; and
- Remove Internet Banking links or mobile banking app prior to disposing of your phone, computer, tablet or other device.

### **Customer Telecode to authorise transactions and account information**

When opening an Account, you may provide us with a Telecode that we may accept as proof of identity and your authority for us to carry out certain transactions verbally via telephone. The use of the Telecode is voluntary; however, without it we may not be able to appropriately identify you to assist in carrying out certain transactions on your behalf. The type of enquiries, transactions or Account information requests in which we may accept your Telecode to establish the identification of the person we are communicating with is listed on our website.

Telecode Security:

- You must not disclose your Telecode to anyone other than an authorised employee of Australian Unity.
- If at any time another person knows your Telecode, you should immediately contact us to change it. If you do not cancel the Telecode, you may be liable for any unauthorised transactions made on your Account.
- You must never write down or record your Telecode without taking reasonable measures to disguise it. The Telecode may be a combination of words or letters and should not be one that would be recognisable by others to complete unauthorised transactions (e.g., children's names, pet's names, a nickname or date of birth).

We may at any time without notice cancel your Telecode if we suspect there is a risk to the security of your Account/s.

## 2.11 SMS One Time Passwords (OTP)

We provide an additional layer of protection to our customers using Internet Banking through SMS OTP.

This means that once you register for this service, an OTP is required to authenticate certain actions, such as changing a Card PIN and setting up new payees.

The OTP is sent to your pre-registered mobile phone number via SMS and each OTP is valid for approximately 5 minutes before your Internet Banking session times out.

In order to receive your OTP, you must pre-register a valid Australian mobile number with us.

It is your responsibility to inform us of any changes to your nominated mobile number for OTP notifications.

You can register for an OTP by logging into Internet Banking and selecting 'Setup Security Options' in the 'Settings' menu. Alternatively, you can contact us.

## 2.12 Electronic Transaction limits

We limit the amount of Electronic Transactions you may make on any one day or other period, either generally or in relation to a particular Access Facility. These transaction limits are set out in the 'Schedule of Fees, Charges and Transaction Limits' booklet and in some cases we may restrict these limits at our discretion or at your request or the request of an Authorised User.

We may change any transaction limit or impose new transaction limits by giving you notice.

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 password or secret code on an Access Facility. We will require you to provide proof of identity that satisfies us.

We may reduce transaction limits to zero for security reasons at any time if we believe there is a risk to your Account/s.

## 2.13 Processing electronic transactions

We will debit the value of all withdrawal transactions and credit the value of all deposit transactions to or from your Account electronically in accordance with your instructions when the appropriate Access Facility is used.

If you close your Account before an Electronic Transaction is processed, you will be liable for any debt created from the processing of that transaction and for any dishonour fees that may be incurred in respect of that transaction. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

Transactions will not necessarily be processed to your Account on the same day.

## 2.14 Account interest

Depending on the Account type:

- We pay credit interest and bonus interest (some of our savings' products offer bonus interest rates if you meet certain conditions), calculated on a daily positive closing Account balance.
- We charge interest on overdrawn amounts, calculated on the daily negative closing Account balance.

### Active Saver Account

To earn the bonus interest rate on the Active Saver Account, you must deposit \$250 or more from a linked Australian Unity Transaction Account (deposit excludes any interest earned in the Active Saver Account) each month and not make any withdrawals throughout the month. Balances up to \$500k are eligible to earn the bonus interest rate, however any funds exceeding \$500k will earn the base variable interest rate only.

Interest is calculated on the daily Account balance and credited to the Account monthly (on the last calendar day of the month). A 'month' commences on the first calendar day

of a month and concludes on the last calendar day of the same month.

Active Saver Accounts are required to have a linked Australian Unity Transaction Account and all withdrawals must be made via the linked Transaction Account. The Account is only available to new customers aged 16 or over.

Bonus interest rate offer is limited to one Account per customer.

Customers cannot open a new account within 90 days of closure of the same type of Australian Unity savings or transaction Account.

Refer to the Schedule of Fees, Charges and Transaction Limits booklet for more details on fees applicable to the Australian Unity Transaction Account and the Active Saver Account.

### **Freedom Saver Account**

The ongoing variable interest rate for Freedom Saver is determined by the balance in the Freedom Saver Account. The interest rate is applicable to the entire balance in the Freedom Saver account.

Freedom Saver Accounts are required to have a linked Australian Unity Transaction account and all withdrawals must be made via the linked Transaction Account. Balances up to \$5,000,000 are eligible to earn interest as outlined by the interest tiering structure applicable to this Account. Funds exceeding a \$5,000,000 balance will not earn interest.

Freedom Saver Accounts are available to new customers aged 16 or over. Offer is limited to one account per customer. Customers cannot open a new Account within 90 days of closure of the same type of Australian Unity savings or transaction account.

Interest is calculated on the daily account balance and credited to the account monthly (on the last calendar day of the month). A 'month' commences on the first calendar day of a month and concludes on the last calendar day of the same month.

### **Easy Saver Account**

Total introductory variable interest rate for the Easy Saver Account includes a variable interest base rate and bonus interest rate.

The bonus interest rate is an interest rate calculated on the balance of an Easy Saver Account on top of the variable interest base rate. This bonus interest rate is offered as a 4 month introductory rate with no conditions to be met each month to qualify.

The bonus interest rate is payable for up to 4 months from the account open date, after which the variable interest base rate will apply to the Account.

Easy Saver Accounts are required to have a linked Australian Unity Transaction account and all withdrawals must be made via the linked Transaction Account.

Balances up to \$250,000 are eligible to earn the bonus interest rate and any balances above \$250,000 will earn the variable interest base rate. The Easy Saver Account is only available to new customers aged 16 or over.

Offer is limited to one account per customer.

Customers cannot open a new Account within 90 days of closure of the same type of Australian Unity savings or transaction Account.

Interest is calculated on the daily Account balance and credited to the Account monthly (on the last calendar day of the month). A 'month' commences on the first calendar day of a month and concludes on the last calendar day of the same month.

Refer to the Schedule of Fees, Charges and Transaction Limits booklet for more details on fees applicable to the Australian Unity Transaction Account and the Easy Saver Account.

## Kids Saver Account

The bonus interest rate is an interest rate calculated on the balance of your Kids Saver Account on top of the variable interest base rate. This bonus interest rate is offered as a conditional rate meaning certain conditions must be met each month before you can qualify.

To earn the bonus interest rate, each month you must deposit \$5 or more from any Account (deposit excludes any interest earned in the Kids Saver account) and not make any withdrawals throughout the month. Balances up to \$20,000 are eligible to earn the bonus interest rate, however any funds exceeding \$20,000 will earn the variable interest base rate only.

The Account is only available to new customers aged 14 and younger.

Bonus interest rate offer is limited to one account per customer.

Interest is calculated on the daily Account balance and credited to the Account monthly (on the last calendar day of the month). A 'month' commences on the first calendar day of a month and concludes on the last calendar day of the same month.

Refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more details on fees applicable to the Australian Unity Transaction Account and the Kids Saver Account.

### 2.15 Closing Accounts, cancelling Access Facilities, suspending Accounts and deciding not to process a transaction

#### Closing your Account

Generally, you or any other Authorised User can request to close your Account/s with us at any time. If you wish to close your Account/s.

You must:

- cancel any direct debits requests, Payment Agreements or any recurring or periodical payment authority;
- destroy all cards by cutting them through the black magnetic strip and card chip; and
- Destroy any remaining cheques in your cheque book; which are linked to the Account being closed.

You remain liable for any transactions on your Account after your Account is closed unless you

are found to not be liable or partially liable under Clause 5.3 of these terms and conditions.

#### Cancelling Access Facilities

You can cancel any Access Facility on request at any time by contacting us.

#### We may close your Account by giving you notice

We will give you at least 14 days advance notice before closing your account in the circumstances set out below. We will give you notice at the last valid address you have given us, via an electronic notification or by another legally permissible method.

Circumstances under which we will give you notice:

- Where your Account has a zero balance and you have not used it for at least 12 months and you have not requested that your Account remain active; or
- There have been no deposits or withdrawals on your Account or your Account has been inactive for seven years and you or an Authorised User have not notified us that you wish to keep your account active (excluding Term Deposits). If this happens:
  - We have a legal obligation to remit balances of \$500 or more to the Commonwealth of Australia Consolidated Revenue Fund (refer to Clause 2.17 for more information); or
  - Balances under \$500 will be paid to an account you or an Authorised User nominates or via bank cheque if requested by you, to your nominated address. If you have not provided payment instructions the money will be transferred to a non-interest bearing account with us. Prior to paying the money to you, an Authorised User will be required to provide up to date identification information so that we can ensure that the money is being paid to or on behalf of the person who owns the Account. If identification information is not provided to us, we will not pay this money to you.
- Visa Cards that have had no transactions carried out within a 12 month period may be closed by us.

We may close your Account, suspend your Account or decide not to process a transaction without giving notice.

In some circumstances we may suspend or cancel your Account, your Access Facilities or decide not to process a transaction without giving you prior notice.

We can restrict or cancel your Account, your Access Facilities or decide not to process a transaction:

- In the case of an Access Facility, for security reasons;
- Where your Account is designed for personal use as a personal customer and is being used for business purposes;
- The operation of your Account is not consistent with how the Account is expected to be operated or is inconsistent with these terms and conditions;
- We believe that your Account is being used fraudulently or in a way that might cause you or us to lose money;
- You have not provided us with the identification information to comply with the Automatic Exchange of Information (AEOI) regimes (refer to Clause 1.5, or information we have requested from you in the timeframes we requested the information to be provided to us);
- We are not satisfied that the person giving the instruction has authority, e.g., the signature on the request does not match the signature provided when the Account was opened, and we have been unable to authenticate the person;
  - We believe you or an Authorised User are not the person you are claiming to be;
  - You are travelling in or are residing in a sanctioned jurisdiction. A list of sanctioned jurisdictions is found at: <https://www.dfat.gov.au/international-relations/security/sanctions>;
  - We believe on reasonable grounds that you or an Authorised User may be a person, or acting for a person:
    - With whom we are not permitted to deal with under law or regulatory authority;
    - In breach of laws relating to money laundering or terrorism financing; or
  - To comply with laws in Australia, or overseas or card scheme rules, manage regulatory risk, or for a transaction, if your instructions are not clear.
  - We have been notified of a dispute between joint Account holders;
  - You have failed to provide information we have requested to help us verify a transaction, the person requesting the transaction (including any third parties who have asked you to transfer money to

an account, (e.g., family and friends), or any other information we need; or

- We believe on reasonable grounds that you may be the victim of a scam, or elder abuse, or another type of financial abuse, and you are unable to provide information to the contrary.

Once your Account has been closed, if money is left in your Account, we'll transfer it to another Account in your name or send you a cheque – except where we reasonably believe the money has been obtained fraudulently, are the proceeds of money laundering, terrorism financing, or other criminal activity.

Prior to paying the money to you, you and/or your Authorised User will be required to provide up to date identification information so that we can ensure that the money is being paid to or on behalf of the person who owns the Account. If identification information is not provided to us, we will not pay this money to you until our requirements are met.

## 2.16 Dormant and inactive accounts

Dormancy applies to a customer and not an Account. Therefore, if you have an inactive Account and an active Account the inactive Account will not be treated as a dormant Account even if it meets the rule stated in 'Inactive accounts' stated below. This section applies to transaction and savings Accounts only. This section excludes: Term Deposits and Kids Saver Accounts.

### Inactive accounts

If no transactions are carried out on your Account for at least 12 months (other than transactions initiated by us, such as crediting interest or debiting fees and charges) we will write to you asking if you want to keep the Account open.

If you do not reply we will treat your Account as dormant.

Once your Account becomes dormant, we may:

- Close your Account and transfer the balance of your account into a non-interest bearing account with us;
- Charge a dormancy fee; and/or
- Stop paying interest or reduce the amount of interest.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

### **Accessing your money**

You may contact us to reactivate your Account for up to six years after your Account has been made dormant. After your Account has been inactive for seven years it can no longer be reactivated (refer to Clause 2.15 for further information).

Prior to reactivating your Account, you will be required to provide up to date identification information so that we can ensure that the Account is being reactivated by the Account holder. If identification information is not provided to us, we will not pay this money to you.

### **2.17 Unclaimed Monies**

Under section 69 of the Banking Act, we must submit an annual statement to the Australian Securities and Investments Commission (ASIC) detailing unclaimed monies for all Accounts with a balance of \$500 or more that have been inactive for seven years.

If your Account remains inactive for seven years or more, the funds will be transferred to ASIC. Unclaimed money received by ASIC is transferred to the Commonwealth of Australia Consolidated Revenue Fund. ASIC maintains and publishes a database of unclaimed money records which helps people find and claim their lost money. The rightful owner can claim their money at any time – there is no time limit.

To find unclaimed money use the unclaimed money search on ASIC's Moneysmart website. If you have unclaimed money with us, you will need to contact us to make a claim.

We will require you to provide up to date identification information so that we can ensure that you are the Account holder prior to giving you access to the money. If identification information is not provided to us in order for us to confirm you are the Account holder, we will not pay this money to you until our requirements are met.

## **2.18 Anti-Money Laundering and Sanctions**

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

- may break any law or regulation in Australia or any other country;
- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country; or
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country. You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in agreeing to these terms and conditions.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

### **2.19 Cheques**

#### **Customer cheque books**

Not all Accounts are eligible for a customer cheque book. Please refer to the 'Summary of Accounts and Access Facilities' table within this booklet for eligibility and more information.

A customer cheque book allows you to make payments by cheque. We will issue you with a cheque book upon your request and authorise you to draw cheques on our account at the National Australia Bank (NAB) or another Bank as we



choose. We will debit your Account for the value of cheques you draw.

If you have insufficient funds in your Account we may instruct NAB to dishonour your cheque. We will charge you a cheque dishonour fee if this occurs. Depending on the circumstances, we may have discretion to allow the cheque to be paid and to overdraw your Account. If you overdraw your Account, we will charge you debit interest and a fee.

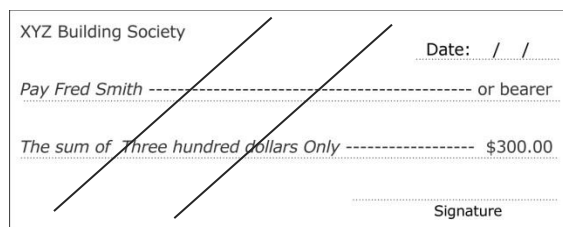
Please refer to Clause 2.9 and to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

We may not give you access to a customer cheque book if your banking history with us is not satisfactory, or if you are under 18 years of age. The issue of the cheque book is entirely at our discretion.

## Cheque security

### Crossed cheques

Crossing a cheque, known as a 'crossed cheque', means drawing two parallel lines clearly across the face of the cheque as shown below.



A crossed cheque means the cheque must be paid into an account with a bank or financial institution. It cannot be cashed.

If a cheque is passed to another person, the recipient obtains no better rights in relation to the cheque than the person who passed the cheque.

### Not negotiable cheques

When you cross a cheque and write the words 'Not Negotiable' between the two parallel lines, you may be able to protect yourself, but not always, against theft or fraud.

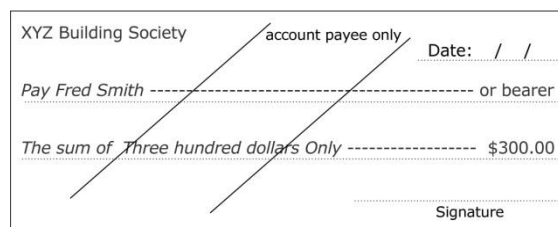
For example, if your cheque has been stolen and the thief passes it on to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief had no

rights to the cheque and so passed no rights to it on to the innocent person.

### Account payee only

If you write the words 'account payee only' on a cheque, you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

Example of 'account payee only' crossing:



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.

### 'or bearer' and 'or order'

Your pre-printed cheques have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. If the words 'or bearer' are on a cheque, a bank may pay the cheque to anyone who has it, not only the person it is made payable to. If you delete these words by crossing them out, the cheque becomes an 'or order' cheque.

With an 'or order' cheque, if the payee wants to transfer it to another person, they must first sign the back of the cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

### Stopping cheque payment

You can stop payment on a cheque by contacting us (we may insist on written confirmation) with sufficient information to identify the cheque.

Sufficient information includes:

- the amount of the cheque;
- the cheque number;
- the date on the cheque; and

who (the customer name) the cheque is made payable to. You must do this before we have paid the cheque.

### Reducing risk of cheque forgery

You can reduce the risk of cheque forgery by taking the following action when filling in a cheque:

- Only use permanent, unerasable ink. Never write a cheque in pencil or in ink that can be erased (rubbed out);
- 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';
- Do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- Always write the amount in words as well as figures;
- When writing out the amount in figures, start as close as possible to the dollar '\$' sign,
- Draw a line from the end of the amount in words to the printed '\$';
- 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;
- Do not sign a cheque until it is all filled out;
- Cut up any unused cheques in a cheque book where you have closed your Account or cancelled your cheque book; and
- Notify us immediately if your cheque book has been lost or stolen.

### Dishonouring or refusing cheque payment

We may dishonour or refuse payment on the presentation of a cheque for the following reasons:

- There are insufficient funds or available credit in the payer's Account to cover the cheque;
- The cheque has not been signed;

- The cheque does not contain clearly stated instructions;
- The cheque has a future date on it; ;
- The cheque is more than 15 months old;
- The cheque has been altered in a material way and the alteration has not been signed;
- The law does not permit the cheque form being paid;
- We suspect the cheque may have been presented fraudulently;
- The cheque has been stopped; or
- The payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

### Cheque liability

We will not be responsible, or liable, to the extent permitted by law, for:

- Any arrangement or transaction which is conducted or processed by us on your behalf;
- The dishonour or failure to dishonour any cheque drawn by you;
- Any delay or failure in processing a transaction on your behalf;
- Any damages or loss whatsoever that you may suffer as a result of a cheque being dishonoured; and
- Any other actions taken or not taken in relation to your cheque facility.

We will not be liable for paying on any altered or forged cheques, and will not be liable for any such losses arising from or in connection with the paying on altered and or forged cheques, where the alteration and/or forgery could not be easily detected or where the alteration and/or forgery is due to or has been facilitated by the omission, negligence or fraud of you or your agents, employees or any third party connected with the drawing of the cheque/s.

## 3. Electronic Banking

Our Electronic Transaction Access Facilities are:

- Cards – Visa Debit/Credit Cards;
- Telephone Banking, Internet Banking, mobile banking app; and
- BPAY®.

You can access your Account using any of the Electronic Transaction Access Facilities applicable to the Account. For more information, please refer to the:

- 'Summary of Accounts and Access Facilities' table within this booklet; and
- 'Schedule of Fees, Charges and Transaction Limits' booklet.

### Important Information

Before you use an Electronic Transaction Access Facility you should:

- Familiarise yourself with your obligations to keep your Visa Card, PINs, secret codes and password's secure;
- Familiarise yourself with the steps you need to take to report the loss, theft or unauthorised use of your Visa Card, PINs, secret codes or passwords through any Electronic Transaction channel such as BPAY® or Telephone Banking or Internet Banking or mobile banking app;
- Check your statements regularly for any irregular transactions;
- Always access the Telephone Banking or Internet Banking or mobile banking app service only using the official phone number and website address contained in the 'How to Contact Us' section at the beginning of this booklet; and
- Always reject any request to provide or to confirm details of your user ID numbers, PINs, secret codes or passwords. We will never ask you to provide us with these details.

If you fail to ensure the security of your cards, PINs, secret codes or passwords, you may be liable for unauthorised transactions.

### 3.1 Cards

We offer you the option of either a Visa Debit Card, or a Visa Credit Card, or both.

A Visa Card allows you to make payments for goods and services 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.

A Visa Card also allows you to:

- Check your Account balances (at ATMs and via electronic banking);
- Withdraw cash from your Account (at ATMs anywhere in the world, and available EFTPOS Terminals);
- Transfer money between accounts; and
- Deposit cash or cheques into your Account (at select ATMs only)

We may choose not to give you:

- A Visa Debit Card if you are under 16 years of age;
- A Visa Credit Card if your banking history with us is not satisfactory;
- A Visa Credit Card if you are under 18 years of age; or
- A Visa Credit Card if you do not meet our assessment criteria.

### Visa Debit Card

A Visa Debit Card is linked directly with your bank Account and uses the money in this Account when you make a payment or purchase. It offers the same convenience as credit cards, with the difference being that you can only spend what you have in your Account. Essentially you are using your own money, but have the same level of access as a Visa Credit Card.

### Visa Credit Card

A Visa Credit Card has a credit limit attached to the card, and you may also attach an Account to the card to access your own funds.

**Please note:** that for Visa Credit Cards, terms and conditions and normal lending criteria apply.

## Visa Card Use

You agree to sign the card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the card. You must ensure that any other cardholder you authorise to receive a card on your Account/s also signs their card immediately upon receiving it and before using it.

You can make Electronic Transactions up to AUD \$100 without entering your PIN or signing as long as these Electronic Transactions are conducted face-to-face at a participating Merchant.

The Visa Card we issue you will have payWave technology, which is identifiable by the payWave logo. With this technology you will be able to make faster purchases by tapping your Visa Card against the EFTPOS Terminal. No signature is required for payments under AUD\$100 using a payWave enabled EFTPOS Terminal. If your purchase is equal to or over AUD \$100, you may be requested to provide a PIN or signature to authorise the Electronic Transaction. Visa's, and our, security systems will continue to protect you from unauthorised Electronic Transactions.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for details of current transaction limits, and which also sets out how we can vary daily limits from time to time.

You may only use your Visa Card to perform transactions on those accounts we permit. We will advise you of the accounts in which you may use with your Visa Card.

We will debit your Linked Account/s with the value of all Electronic Transactions, including sales and cash advance transactions arising from the use of your Visa Card (including all mail or telephone orders placed by quoting the Visa Card number) and all other Electronic Transactions.

Electronic Transactions will not necessarily be processed to your Linked Account/s on the same day.

We will advise you what Electronic Transactions may be performed using the card and what EFTPOS Terminals of other financial institutions may be used.

Please note your Visa Card/s always remain the property of Australian Unity.

## Card Use (outside Australia)

All transactions made overseas on cards will be converted into Australian currency by Visa International, 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).

All transactions made overseas on the card are subject to a conversion fee payable to our payment/card partner CUSCAL, the principal customer of Visa International under which we provide you with the Visa Card. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for the current conversion fee.

Some overseas Merchants and EFTPOS Terminals charge a surcharge for making an Electronic Transaction using your 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.

Some overseas Merchants and EFTPOS Terminals allow you the option to convert the value of the Electronic Transaction into Australian dollars at the point of sale; this is known as Dynamic Currency Conversion. Once you have confirmed the Electronic Transaction you will not be able to dispute the exchange rate applied.

You may be charged an ATM withdrawal fee by us when withdrawing cash from an ATM whilst overseas. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for the current ATM withdrawal fee.

Before travelling overseas, you and your Authorised User should obtain the Visa international card hotline number for your country of destination from us.

It is also strongly advised that you contact us to advise you will be travelling overseas so that we can make a record of this. It may prevent your card being stopped as a security measure if we are alerted to irregular overseas transactions without prior notification from you.

You must comply with all applicable exchange control and tax laws governing the use of your Visa Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them, except to the extent

of any liability which results from our fraud, gross negligence or wilful misconduct.

### **Withdrawal and transaction limits**

You agree that the Visa Card will not be used to:

- Overdraw any of your Linked Account/s; or
- Exceed the unused portion of your credit limit under any pre-arranged credit facility such as an overdraft.

If this clause is breached we may:

- Dishonour any payment instruction given; and
- Charge you a fee as advised to you from time to time.

We may at any time limit the amount of an Electronic Transaction if this is required for security or credit risk purposes. We will advise you of any such daily or periodic limits in the 'Schedule of Fees, Charges and Transaction Limits' booklet.

You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

### **Authorisations for transactions using a Visa Debit Card**

When you use your Visa Debit Card for a Visa enabled transaction to purchase or pay for goods or services, the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

An authorisation may reduce the amount of available funds in your linked Account (and the Transaction may be shown as 'pending'). If the purchase or other transaction is not completed, the amount of available funds in the Account may continue to be reduced for a period of time, usually for around six business days.

You acknowledge and agree that:

- We have the right to deny authorisation for any Electronic Transaction where this is required for security or credit risk purposes; and
- 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 such refusal.

### **Additional cardholders**

You may authorise us, if we agree, to add an additional cardholder to your Visa Card, provided this person is over the age of 18 for Visa Debit or Visa Credit Cards. All additional cardholders will receive a separate PIN.

You must ensure the additional cardholder observes the terms and conditions in which the additional Visa Card was issued. You must ensure that any additional cardholders protect their cards and PINs in the same way as we require you to protect your card and PIN. Please refer to Clause 2.10 for more information.

In the case of Visa Debit Cards, the additional cardholder must be either a joint Account holder or an Authorised User to the Account, as the funds are accessed directly from your linked Account.

Liability for funds in joint Accounts is allocated to both Account holders. Liability in Accounts with Authorised Users, however, is allocated to the Account holder.

You may add an additional cardholder to your Visa Credit Card. The additional cardholder will be sent a card in their own name; however, they will be accessing your Account. They can use the card to make purchases, withdraw cash, check the balance via electronic banking and reorder cards and change PINs in their own name, however they cannot reorder cards or change PINs for the primary cardholder.

The responsibility for the credit card Account is allocated to the primary cardholder. Additional cardholders are not responsible for repaying the credit card debt to us.

The primary cardholder can instruct us to cancel an additional card at any time. If you as the primary cardholder or the additional cardholder instruct us to cancel an additional card, you will not be liable for any losses resulting from unauthorised use of the additional card following

cancellation, provided you take all reasonable steps to ensure the card is destroyed or returned to us, and do not act fraudulently or otherwise cause the loss.

Please note if an additional cardholder loses their card or PIN or has the card or PIN stolen, this may affect your card too as the card number will be the same. In this case, it would be recommended for both the primary and additional cardholders to reorder cards and change PINs if there is a risk that this information could be obtained by another party.

### **Card renewal**

Unless you are in breach of these terms and conditions, or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Authorised User, if any, with a replacement Visa Card before the expiry date of the current Visa Card or additional Visa Card.

If you do not wish to receive a replacement Visa Card, either for yourself or for your Authorised User, you must notify us before the expiration date of the current Visa Card.

You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Card.

### **Card cancellation or expiry**

Visa Cards remain our property at all times. If you wish to cancel your Visa Card, you can do so by notifying us in writing. You also have an online option to request a reduction in your credit limit or cancel your Visa Credit Card.

When we cancel a Visa Card, the card must not be used and must be destroyed by cutting the card diagonally in half (including any chip on the card) and returned to us upon request for cancellation.

You must not use your Visa Card:

- Before the valid date or after the expiration date shown on the face of the Visa Card; or
- After the Visa Card has expired or been cancelled.

You will be liable for any Electronic Transactions you or your Authorised User make using the Visa Card before the Visa Card is cancelled but which

are not posted to your Account until after cancellation of the Visa Card.

You will continue to be liable for any indebtedness incurred through such use whether or not you have closed your Account.

Visa Cards that have had no transactions carried out within a 12 month period may be closed by us.

### **Card use after cancellation or expiry**

You must not use your Visa Card or allow your Authorised User to use their Visa Card:

- Before the valid date or after the expiration date shown on the face of the Visa Card; or
- After the Visa Card has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your linked Account(s) with us.

### **Exclusions of warranties and representations**

This clause is subject to your rights under the ePayments Code.

We do not warrant that Merchants, ATMs or EFTPOS Terminals displaying the Visa symbol will accept your Visa Card.

We do not accept any responsibility should a Merchant, bank or other institution displaying the Visa symbol refuse to accept or honour your Visa Card.

We are not responsible for any defects in the goods and services you acquire through the use of your 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.

We are not liable for any discrepancies in cash received through ATM's. We will assist you in disputing the transaction with the relevant ATM provider, however if they respond advising there were no cash discrepancies, we are not liable to compensate you for this. We will direct you to either follow up with the ATM provider further after we advise the outcome of the initial investigation and you are dissatisfied with the response, and/or your right to complain about the outcome to the Australian Financial Complaints

Authority (AFCA). You will find contact details for AFCA in Clause 4.12.

## **Resolving errors or disputed transactions**

If you believe an Electronic Transaction is wrong or unauthorised or your statement contains any instances of unauthorised use or errors, you must immediately notify us.

As soon as possible, you must provide the following information to us:

- Your name, Account number and Visa Card number;
- The error or the Electronic Transaction you are unsure about;
- A copy of the statement in which the unauthorised Electronic Transaction or error first appeared;
- An explanation, as clearly as you can, as to why you believe it is an unauthorised Electronic Transaction or error; and
- The dollar amount of the suspected error.

If your complaint concerns the authorisation of an Electronic Transaction, we may ask you or your Authorised User to provide additional information.

We will investigate your complaint, and if we are unable to settle your complaint immediately to yours and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receipt from you of the details of your complaint, we will:

- Complete our investigation and advise you in writing of the results of our investigation; or
- Advise you in writing that we require further time to complete our investigation.

We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances.

If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

If we find that an error was made, we will make the appropriate adjustments to your linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these terms and conditions and the ePayments Code and advise you of any adjustments we have made to your linked Account. The notification will be given in writing except if the complaint is settled to your satisfaction within 5 Business Days (unless you request a written response).

If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution scheme, which is the Australian Financial Complaints Authority (AFCA). You will find contact details for AFCA in Clause 4.12.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Visa Card or PIN, we will:

- Give you copies of any booklets or other evidence we relied upon; and
- Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.

If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed Electronic Transaction as compensation.

If we decide to resolve a complaint about the Visa Card by exercising our rights under the rules of the Visa Card Scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

## **Chargebacks for Visa Cards**

A 'chargeback' is where we would reverse the payment to the Merchant's financial institution.

We may be able to claim a chargeback on your behalf in the event you report to us any

unauthorised use, non-delivery of goods or services or an error in the goods and services delivered, provided you report this to us within the required timeframe as determined by Visa.

In most cases the timeframe to execute a chargeback is 120 days from the transaction date, although longer periods may apply in particular circumstances.

We are not able to claim a chargeback for some types of transactions under the applicable Visa card scheme rules. However, this does not affect your liability for unauthorised transactions under Clause 5.3.

Regardless of the timeframe, you should inform us as soon as possible if you become aware of circumstances that might entitle you to a chargeback. A chargeback fee may apply where you are found liable for the transaction.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information. Further fees and charges may apply, such as a voucher trace fee, depending on the circumstances of the transaction and the information required.

### **3.2 Equipment Malfunction**

You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Authorised User. We are responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with yours or your Authorised User's instructions.

However, we will not be liable for consequential damages 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. In this case, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

### **3.3 Regular Payment Arrangements**

You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.

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 date. You should retain a copy of this change/cancellation request.

Should your Visa 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.

Should your Visa Card or linked Account 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.

### **3.4 Reporting the loss, theft or unauthorised use of cards or PINs**

To report the loss, theft or unauthorised use of your Visa Card or PINs, please immediately contact:

#### **Within Australia:**

Our Customer Services Team on 1300 790 740 (Monday to Friday – 8.30am to 5.30pm AEST); or Visa Cardholder Support Hotline (Australia) on 1800 125 440 (24/7).

#### **Outside Australia:**

Visa Cardholder Support Hotline (International) on +1 303 967 1096 (24/7). Go into an overseas bank and ask them for the phone number to cancel your Visa Card; or Call operator assistance to obtain the Visa Global Assistance phone number for the country you are in.

#### **IMPORTANT:**

Please contact us before you travel overseas for the current Visa hotline arrangements. Contact may also be made with Visa in the country you are travelling to, noting that different countries may have different Visa hotline contact details.



## 4. Other Important Information

### 4.1 Australian Unity Membership

Subject to you meeting the membership eligibility criteria determined by the Board of Australian Unity Limited (AUL), the Board of AUL may determine that you will become a member of AUL. By becoming an Australian Unity Bank Limited customer, you consent to become a member of AUL and agree to be bound by the constitution of AUL, in particular, you agree to contribute an amount not exceeding \$1 to the property of AUL in the event of AUL being wound up while you are a member of AUL or within 1 year afterwards as set out on the constitution of AUL.

Membership of AUL may incur rights and privileges that are subject to the terms and conditions outlined in the Constitution of AUL and AUL may create categories of membership with the same or differing rights or privileges and admit you to any category. A copy of this information is available at:

<https://www.australianunity.com.au/about-us/membership/board-policies-charter>

### 4.2 Changing name, address or contact details

You should immediately tell us about any changes to your Account details, including your address, email address or mobile telephone number. You may be required to provide evidence of any name changes. We will not be responsible for any mistakes or losses associated with a change of details if we had not been told about the change.

You must ensure notifications issued by us are capable of being received and retrieved at your contact addresses, including any nominated email address or mobile telephone number.

### 4.3 Account combination

Where we reasonably consider that it is in our legitimate interests to do so, we can combine the balances of two or more of your Accounts, without giving you notice, even if the Accounts are in joint names.

For example, we may do this if one of your Accounts is overdrawn or otherwise in debit and another is in credit. We can then use the balance of the Account that is in credit to repay the overdrawn or debit amount in the other Account. If we combine any of your Accounts we will tell you

about this as quickly as possible. We do not need to notify you in advance. You should not treat your Accounts as combined unless we have agreed to such an arrangement.

On termination of your services with us, 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 your Accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments. We will give you notice after exercising any right to combine your Accounts.

### 4.4 Notifying changes

We may make changes to the terms and conditions of your Account relating to fees, charges and interest as set out in the table below. We may make changes to any other terms and conditions at any time. In complying with the ePayments Code and the Customer Owned Banking Code of Practice, we promise to notify you in most cases with at least 20 days advance notice.

The below table sets out how and when we will notify you of such changes. In the table a reference to notice by advertisements in the local or national media is to provide notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Type of change	Minimum number of days' notice
Increase an existing fee or charge	20 days
Introduce a new fee or charge	20 days
Reduce the number of fee-free transactions permitted on your Account	20 days
Change the minimum balance to which an Account keeping fee applies	20 days
Change the method by which interest is calculated or the frequency with which	20 days

interest is debited or credited	
Change the circumstances when interest is debited or credited	20 days
Change interest rates	On or before the date of change
Change the name of interest rates, Accounts or publications	On or before the date of change
Increase your liability for losses in relation to Electronic Transactions	20 days
Impose, remove or adjust daily or periodical limits in relation to Electronic Transactions (if you do not want your daily limits on transactions via Telephone Banking or Internet Banking, BPAY®, Visa Debit/Credit Card to be increased, you must notify us before the effective date of the change)	20 days
Change the balance ranges within which interest rates apply	20 days
Change any other term or condition	When we next communicate with you
<p>We may use various methods, and combinations of methods, depending on what is required by these terms and conditions and otherwise by law, to notify you of these changes, such as:</p> <ul style="list-style-type: none"> <li>• By letter;</li> <li>• With your next statement of Account;</li> <li>• Newsletter;</li> <li>• Advertisements in the local or national media; or</li> <li>• On our website.</li> </ul>	

#### 4.5 Changes to Terms and Conditions

We may change these terms and conditions or any booklets referred to in these terms and conditions at any time by giving you the required notice as detailed above subject to any applicable law.

We may make any other change to these terms and conditions by giving you reasonable notice of the change. If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 20 days. We may give you a shorter notice period, which may include notice on the date the change takes effect if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

We will always select a notification method or methods of notification appropriate to the nature and extent of the change.

#### 4.6 Liability

Subject to any other provision of these terms and conditions, to the maximum extent permitted by law (including the ePayments Code), we will not be liable for:

- Any direct loss or damage suffered as a result of you using your Account or an Access Facility, unless that direct loss or damage is caused by an event within our reasonable control;
- Any delay or failure in processing a transaction on your behalf;
- Any transaction that is processed by us on your behalf;
- Any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, internet enabled device, software and telecommunications and ISP services you or an authorised signatory use to access an Account or Access Facility);
- Any unavailability or failure of an Access Facility to accept instructions from you;
- Any failure of a Visa Card, password or PIN to permit you or an Authorised User, to access an Access Facility;
- Any unauthorised access to, or disclosure of information relating to, your Account through an Access Facility;
- Any other action taken or not taken in relation to your Account or an Access Facility.

## 4.7 Statements and notices

We will send you a statement at least every 6 months unless we are not required to give you a statement or are permitted to give you a statement less frequently under applicable law, the ePayments Code and the Customer Owned Banking Code of Practice.

If you need an interim statement or a copy of an old statement you can download these for free through Internet Banking or request printed paper statements to be posted to you for a fee. The fee is listed in the 'Schedule of Fees, Charges and Transaction Limits' booklet.

You can ask us for a periodic statement at any time, including previous statements. We may charge a fee for providing previous statements or copies, and for posting paper periodic statements. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

We will send you paper statements free of charge if circumstances prevent you from being able to register for Internet Banking. If this is the case please contact us.

We will provide your periodic statements electronically within Internet Banking; however, under both the ePayments Code and the Customer Owned Banking Code of Practice we cannot send you statements electronically until you have agreed to accept electronic communications within Internet Banking. Please note you must be registered for Internet Banking before you can elect to receive statements electronically.

You consent to us providing you with information about your banking electronically via electronic communication to the email address or mobile phone number you have provided or by secure mobile app messaging or secure internet banking messaging. We will provide this information to you in accordance with the ePayments Code. Information that will be communicated to you electronically includes but is not limited to: booklets relating to privacy, terms and conditions, terms of use, (including changes to terms and conditions or terms of use), and statements of Account. When we inform you of any updates to this information, we may refer you to the Australian Unity Banking website where the booklet is available for you to read.

To opt out of receiving information electronically, please contact us on 1300 790 740. Charges will

apply if you opt out of receiving periodic statements electronically, in which case we will send paper statements by ordinary mail. Such charges will not apply if you notify us that you are unable to register for internet banking.

Opting out will not apply to information that the Bank will send to you asking you to contact the Bank, or relating to scams or similar issues, requests to validate transactions, to validate a change of your Personal Information, to verify your identity, or requesting you to provide up-to-date identification information.

We recommend that you check your statements regularly and immediately notify us of any unauthorised transactions or errors.

Please note that we are not required to issue statements where your Account has a zero balance and there were no transactions during the statement period.

## 4.8 How we send account statements and notices

Without limiting any other provision of the terms and conditions of your Account that allow for another form of notice, we may give any statement, notice or other booklet (including a statement of Account, a notice about your account or notice of a change to the terms and conditions of your Account) to you in connection with your Account personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.

For the purposes of providing such written notice, we will rely on your contact information shown in our records.

We may send you notices and statements:

- By post, to the address recorded in our records or to a mailing address you nominate;
- By fax;
- Via secure Internet Banking (notification of statement being available is by email); or
- By advertisement in the media, for some notices only.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website 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 our website.

If you wish to receive communications electronically, we will need your specific consent to do so.

You can change your email address, or revert to receiving paper notices or statements, at any time by informing us immediately of any such request.

If you change your address or email address and do not tell us, you are considered to be notified if we write to the old address or email address.

#### **4.9 ePayments Code**

We are a subscriber to the ePayments Code, formerly the Electronic Funds Transfer Code of Conduct (EFT Code).

The ePayments Code regulates consumer Electronic Transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY®.

Liability for any losses incurred from Electronic Transactions will be considered by the Code and not by our terms and conditions.

#### **4.10 Privacy**

We will collect and use information about you during your relationship with us. Your privacy is important to us. We only collect, use, store and disclose the Personal Information we collect about you in accordance with the requirements of the Privacy Law (Privacy Act 1988 Commonwealth) and our Privacy Policy at [www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy).

It is important that the information we hold about you is up to date. You must notify us when information you have provided to us has changed. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.

You can request access to your information held by us by contacting us in accordance with the procedures set out in our Privacy Policy at [www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy).

#### **Our Privacy Policy**

Our Privacy Policy contains information about the circumstances in which we may collect Personal Information from other sources (including from a third party); how to access Personal Information

and update or seek correction of Personal Information; and how you can raise concerns or may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled. You can obtain a copy of our Privacy Policy from our website: [www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy)

#### **Collecting sensitive information**

We will not collect sensitive information about you, such as information about your health, without your consent.

#### **4.11 Privacy and Osko**

To provide you with services under Osko, we may need to disclose your Personal Information (including updates to such Personal Information notified to us under Clause 4.10) to BPAY® Pty Ltd and/or its service providers. If we do not disclose your Personal Information to BPAY® Pty Ltd or its service providers, we will not be able to provide you with services under Osko.

Accordingly, you agree to our disclosing to BPAY® Pty Ltd, its service providers, and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

#### **4.12 Complaints**

We understand that although we do our best to provide you with a high level of service, you may at times feel that there are issues that have not been resolved to your satisfaction. We have an internal process for handling complaints which is documented in our 'Australian Unity Complaints Management Policy', available at [www.australianunity.com.au/complaintpolicy](http://www.australianunity.com.au/complaintpolicy) or by contacting us.

You may contact us:

- ☎ 1300 790 740 (Mon-Fri 8.30am-5.30pm)
- ✉ [Bankingsupport@australianunity.com.au](mailto:Bankingsupport@australianunity.com.au)
- 🌐 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

On receipt of your complaint, we will:

- Acknowledge your complaint within 24 hours or one Business Day
- Attempt to resolve your complaint immediately where possible

- If we are unable to resolve your complaint, within three Business Days we will give you the name and contact details of a person to whom you can escalate your complaint.
- If we are unable to resolve your complaint within five Business Days we will provide you with a written response upon completion of the investigation of your complaint telling you what we did in response to your complaint. We will do our best to ensure that your complaint is considered and determined within 21 days of receiving your complaint.
- If we can't complete our investigation within this timeframe, we will let you know why and provide you with an expected date for completion of your complaint. We will keep you informed of the progress of your complaint and give you the details of the Australian Financial Complaints Authority (AFCA).
- If you are not satisfied with our response, you can contact AFCA. AFCA is a free independent complaints resolution service that you can contact if you are unable to resolve your complaint with Australian Unity Bank.

#### **Australian Financial Complaints Authority**

Mail: Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

Telephone: +61 1800 931 678

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

Website: [www.afca.org.au](http://www.afca.org.au)

### **4.13 Payment Disputes, Investigations and Fraud**

#### **Payments Disputes and Investigations**

To enquire about or dispute any transactions please contact us:

☎ 1300 790 740 (Mon-Fri 8.30am-5.30pm)

✉ [Bankingsupport@australianunity.com.au](mailto:Bankingsupport@australianunity.com.au)

🌐 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

Please keep all receipts and records of payment arrangements, to help us resolve any dispute as quickly as possible. We will keep you informed of the progress of all disputes and investigations. However, we may not notify you or keep you informed of certain investigations and disputes

where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation.

Where, at the conclusion of the investigation, our decision is to refund (in whole or in part) a disputed transaction, the disputed transaction amount is usually refunded to your Account at around the time the investigation has concluded. However, any fees and/or interest charged in connection with the disputed transaction may take additional time to calculate and therefore be refunded sometime later.

#### **Fraud**

If you think you've been a victim of banking or card fraud, call us immediately on 1300 790 740 Monday to Friday – 8.30am to 5.30pm AEST.

If you need help outside of business hours, please call the Visa Cardholder Support Hotline (Australia) on 1800 125 440, open 24 hours.

If you need help while you're overseas please call the Visa Cardholder Support Hotline (International) on +1 303 967 1096, open 24 hours.

We may suspend or terminate your banking services, including your ability to make external transfers if we suspect that you, or someone acting on your behalf, is being fraudulent.

#### **4.14 Financial Difficulty**

We all may experience financial difficulty at some time. This may be related to, but not limited to: injury or illness, loss of employment or reduced income, a pandemic, natural disaster, relationship breakdown, domestic violence or financial abuse or gambling. We understand that some of our customers may face periods of financial difficulty. All customers are eligible to use our Financial Hardship Assistance Services. If you're experiencing financial difficulty, please contact us as soon as possible.

You may be experiencing financial difficulty if you are currently struggling to pay your bills or repayments on your loans and debts when they are due. If you are anticipating financial difficulty in the near future, please also contact us.

Where you have loans or debts to us and you would like to apply for Financial Hardship assistance, you can do so by contacting us:

☎ 1300 790 740 (Mon-Fri 8.30am to 5.30pm)

✉ hardships@australianunity.com.au

🌐 www.australianunity.com.au/banking

Please note that additional information may be required in order to assess your application. We may take up to 21 days to assess your application after receiving all information but will endeavour to provide a quicker turnaround time wherever possible.

#### 4.15 Financial Claims Scheme

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in authorised deposit-taking institutions (ADI's) in Australia and allows quick access to their deposits if an ADI becomes insolvent. As such please note the following information:

- You may be entitled to payments under the Financial Claims Scheme; and
- Access to the scheme is subject to a limit for each depositor; and
- Information about the scheme can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au)

#### 4.16 Bank Fees and Charges

Australian Unity Bank Accounts have specific Account related fees and charges. Other general fees and charges may also apply to your Account for other services or Account activity. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

We may vary fees or charges from time to time. We will debit your primary operating account for any applicable government taxes, charges and duties. These government taxes, charges and duties may vary according to State or Territory.

### 5. Electronic Banking Conditions of Use

Our available Electronic Transaction Access Facilities are listed in the Summary of Accounts (currently available) and Access Facilities section and Clause 5 of these terms and conditions.

#### 5.1 Telephone, Internet Banking and Mobile App Banking

Telephone, Internet Banking and Mobile App Banking (refer to 'Mobile Banking App Terms of Use' located at:

<https://www.australianunity.com.au/banking/ter>

ms-and-conditions) gives you remote access to your Account/s that allows you to obtain information about your Account/s, to transfer money between your linked Accounts, to make BPAY® and other electronic payments and to transfer money to accounts at other financial institutions via Internet Banking.

When we make Telephone, Internet Banking and Mobile App Banking available to you, we will explain:

- What services are available;
- Which of your Accounts you can access;
- Any fees or charges applicable; and
- Any restrictions over how you may use the service, such as transaction limits.

We cannot effect your Telephone, Internet and Mobile App Banking instructions if you do not give us all the specified information or if you give us inaccurate information.

If you instruct us to make more than one payment from your Account, we will determine the order of making the payments.

We do not warrant that:

- The information available to you about your Accounts through our Telephone, Internet Banking and Mobile App Banking is always up to date;
- You will have 24/7 access to Telephone, Internet Banking or Mobile App Banking; or
- Data you transmit via Telephone, Internet Banking or Mobile App Banking is secure, however you must ensure that when accessing Internet Banking that you log on to a secure site and if using your own computer, you regularly run checks against that computer for viruses.

After you have finished accessing your Account using:

- Telephone Banking, you must ensure that you end the telephone call to our Telephone Banking service;
- Mobile banking app, you must ensure that you log off from our mobile banking app service; and
- Internet Banking, you must ensure that you log off from our Internet Banking service.

## Reporting unauthorised telephone or internet banking use

If you believe that your Telephone Banking or Internet Banking details, or any part of your Telephone Banking or Internet Banking, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately. 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.

If you believe an unauthorised transaction has been made via BPAY®, Telephone Banking or Internet Banking, you should change any PIN, secret code or password used for this service.

## Liability

This clause applies to the full extent permitted by law (including the ePayments Code).

You will be liable for all transactions on your Account carried out by using an access number, secret code, password or PIN. You authorise us to debit all such transactions to your Account.

Except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using Telephone Banking or Internet Banking.

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

- Did not observe any of your obligations under these terms and conditions in this clause; or
- Acted negligently or fraudulently in connection with the other terms and conditions contained within this booklet.

We are not liable for any loss as a result of using Telephone Banking or Internet Banking.

You acknowledge and accept that Telephone Banking and Internet Banking may only show transactions and balances current as at the previous Business Day.

## 5.2 Mistaken Internet Payments

Please note in the below information the following definitions:

"Mistaken Internet Payment" means a payment made by a user to an unintended recipient because the user enters or selects the wrong BSB number or account identifier due to:

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

and does not cover situations in which a user makes a payment to a recipient as a result of a scam.

"Receiving FI" means a financial institution whose customer has received an internet payment;

"Sending FI" means a financial institution whose customer has made an internet payment;

"Unintended Recipient" means the recipient of funds as a result of a Mistaken Internet Payment.

## Introduction

A Mistaken Internet Payment is an Internet Banking or mobile banking app payment made by you or an Authorised User through Pay Anyone, including Osko®, where the customer makes the payment to someone other than the intended recipient, being an Unintended Recipient. This may be due to inputting the incorrect name, BSB or account number, for example, the customer may have made the error themselves, or been provided with incorrect account information. Our customers may make a Mistaken Internet Payment or they may receive a Mistaken Internet Payment.

**Warning!** If you send an Internet Banking or mobile banking app payment to the wrong person it may not be possible to recover the money.

We will acknowledge every report of a Mistaken Internet Payment. The acknowledgement will be made in a way that allows you to verify you have made the report and when, by recording the details on your profile.

The process for reporting Mistaken Internet Payment will be free, or for the cost of a local call only.

To report a mistaken internet payment, please contact us:

☎ 1300 790 740 (Mon–Fri 8.30am–5.30pm)  
✉ [bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au)  
🌐 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

Please note that the process below is described in a manner where a report of a Mistaken Internet Payment has been made by an Australian Unity customer. However, in the event an Australian Unity customer is the Unintended Recipient of a Mistaken Internet Payment our obligations will be that of the Receiving FI.

We will investigate whether a Mistaken Internet Payment has occurred. If we are satisfied this is the case, then we will send the Receiving FI a request to return the funds, as soon as possible but otherwise within 5 Business Days from the date of receipt of the Mistaken Internet Payment report.

If we, or the Receiving FI, are not satisfied a Mistaken Internet Payment has occurred, the Receiving FI must seek the consent of the Unintended Recipient to return the funds. If the Unintended Recipient does not consent to the return of funds where both we and the Receiving FI are not satisfied of a Mistaken Internet Payment, or where the Mistaken Internet Payment occurred after 7 months, they are not liable for the transaction.

Where the Unintended Recipient of a Mistaken Internet Payment is receiving Services Australia income support payments or Department of Veterans' Affairs payments, the Receiving FI must recover the funds from the Unintended Recipient in accordance with the 'Code of Operation: Recovery of Debts' from a customer nominated bank account in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

### **Reports made within 10 Business Days**

If both the Sending FI and the Receiving FI are satisfied a Mistaken Internet Payment has occurred and there are sufficient funds in the account of the Unintended Recipient, the Receiving FI has to return funds within 5 Business Days of receiving the request if possible, but within no longer than 10 Business Days. No consent is required from the Unintended Recipient; however, we will advise an Unintended

Recipient of the Mistaken Internet Payment in the event our customer is the Unintended Recipient.

The Sending FI must return the funds to the customer as soon as possible after receipt of funds from the Receiving FI.

### **Reports made after 10 Business Days and within 7 months**

If both the Sending FI and the Receiving FI are satisfied a Mistaken Internet Payment has occurred and there are sufficient funds in the account of the Unintended Recipient, the Receiving FI must investigate the Mistaken Internet Payment within 10 Business Days. The Receiving FI must prevent the Unintended Recipient from withdrawing the funds for a further 10 Business Days and advise that funds will be withdrawn unless the Unintended Recipient establishes an entitlement to the funds within 10 Business Days of the date of the 'freeze' on funds.

If the Unintended Recipient does not establish that they are entitled to the funds within 10 Business Days, the Receiving FI must return the funds within a further 2 Business Days.

The Sending FI must return the funds to the customer as soon as possible after receipt of funds from the Receiving FI.

### **Reports made after 7 months or more**

If funds are available in the Unintended Recipients account and the report is made after 7 months of the transaction, providing we and the Receiving FI are satisfied of the mistake, the Receiving FI must seek the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents to the return of funds, the Receiving FI must return the funds to the Sending FI as soon as possible, and the Sending FI must return the funds to the account holder immediately.

There are no timeframes specified for the investigation of Mistaken Internet Payment that occurred after 7 months.



## Unintended recipient has insufficient funds

If there are not sufficient funds to the full value of the Mistaken Internet Payment, the Receiving FI is only required to use reasonable endeavours to retrieve the funds from the Unintended Recipient (for example, by facilitating repayment by instalments). The Receiving FI is not liable for the payment.

Where the Unintended Recipient has received funds into an account with a debit facility, such as a line of credit or an overdraft account, and the Mistaken Internet Payment amount will overdraw the account or increase the debit balance, the Receiving FI cannot debit the account without the consent of the Unintended Recipient.

There are no timeframes for the return of funds where the Unintended Recipient does not have sufficient funds in their account.

Please note that where there are insufficient funds in the account of an Unintended Recipient, and the Unintended Recipient receives income support from Centrelink, the Receiving FI can only recover the funds in accordance with the 'Code of Operation for Centrelink Direct Credit Payments'.

## Mistaken Internet Payment outcome notification

We will inform you of the outcome of a reported Mistaken Internet Payment in writing and within 30 Business Days of the report.

## Complaints

A customer who reports a Mistaken Internet Payment can make a complaint to us about how the report is dealt with and, if not satisfied with the outcome after going through our internal dispute resolution procedure, can also complain to the Australian Financial Complaints Authority (AFCA). You will find our complaint process in Clause 4.12 and contact details for AFCA in Clause 4.12.

In the event an Unintended Recipient complains that they had an entitlement to the funds, they would have to establish to AFCA's satisfaction that they had an entitlement to the funds, and that they had provided that information to us within 10 Business Days, before AFCA could find that they had suffered a compensable loss.

Any complaints made by a customer of ours in relation to the Receiving FI will be handled by us directly with the Receiving FI. We will not refer you to the Receiving FI for resolution. Therefore, it is important to note that AFCA will not consider complaints made by customers in the event a Receiving FI was not satisfied a Mistaken Internet Payment had occurred.

## Exclusions

BPAY® payments and PayTo Payments are excluded from the Mistaken Internet Payment process.

## 5.3 Liability for Unauthorised Transactions

An unauthorised transaction is a transaction that is not authorised by you. An unauthorised transaction does not include any transaction that is performed by you or anyone who performs a transaction with your knowledge and consent. Liability for unauthorised transactions will be considered in accordance with the ePayments Code, and not by our terms and conditions.

### Not liable for losses arising from unauthorised transactions

You are not liable for losses caused by unauthorised transactions:

- Where it is clear that you have not contributed to the loss;
- Where the loss is caused by the fraudulent or negligent conduct of employees or agents, third parties involved in any networking arrangements, Merchants or their employees or agents;
- Relating to forged, faulty, expired or cancelled Access Facilities;
- That are caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
- Where unauthorised transactions are made using a part of an Access Facility without a password, secret code, PIN or device (for example, card).
- Where transactions can be made using devices without passwords, secret codes or PINs, the customer is only liable if there has been an unreasonable delay in the customer reporting the unauthorised transaction;

- Where we can prove by way of an acknowledgement of receipt that a customer had received their Access Facility, password, secret code or PIN (Note: we cannot rely on proof of delivery to an address alone that you actually received any Access Facilities or passwords/PINs);
- Resulting from unauthorised use of your Access Facility or any part of your Access Facility:
  - Before you receive all parts of your Access Facility necessary to perform transactions (including reissued facilities); or
  - After you notify us that your Access Facility or any part of your Access Facility has been misused, lost or stolen, used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.

### **Liable for losses arising from unauthorised transactions**

You will be liable for losses caused by unauthorised transactions in the following circumstances:

- Where we can prove on the balance of probability that you contributed to a loss through fraud or breaching the security requirements in Clause 2.10, then you will be liable in full for the actual loss incurred before you notify us that your Access Facility or any part of your Access Facility has been misused, lost or stolen, used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else or breached;
- Where you unreasonably delay notifying us of the misuse, loss, theft or unauthorised use of the Access Facility or any part of your Access Facility or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us;
- Where you have left your card in an ATM, provided the ATM has reasonable safety standards that greatly reduce any risk associated with leaving your card in an ATM, such as cards that are

captured by the ATM after a reasonable amount of time;

However, you will not be liable for any portion of losses incurred that:

- Exceeds any applicable daily or periodic transaction limits;
- Exceeds the balance of your Account (including any prearranged credit); or
- Are on any Account which you had not agreed with us could be accessed using the Access Facility.

Where more than one password, secret code or PIN is required to perform a transaction, and we can prove a customer breached the security requirements in Clause 2.10 for one or more of the required passwords, codes or PINs, the customer is liable if we can also prove, on the balance of probability, that the breach of the security requirements under Clause 2.10 was more than 50% responsible for the losses when all of the contributing factors are considered.

Liability for losses arising from unauthorised transactions will be considered by the ePayments Code and not by our terms and conditions.

Where there is a loss as a result of fraud or negligence by our employees or agents, we will be liable for that loss.

### **5.4 Other situations - Limited Liability**

Where a PIN, secret code or password is required to perform the unauthorised transaction and your liability detailed in this clause does not apply, you are liable for the lesser of:

- \$150, or a lower figure as decided by us at our discretion;
- The balance of your Account, including any prearranged credit that you agreed could be accessed using the Access Facility; or
- The actual loss at the time you notify us that your Access Facility or any part of your Access Facility has been misused, lost, stolen or used without your authorisation, or, where relevant, the PIN, secret code or password became known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Facility or your Account).

For liability for loss caused by system or equipment malfunction, refer to Clause 3.2.

## 5.5 BPAY®

### Introduction

BPAY® allows you to pay bills bearing the BPAY® logo through Telephone Banking, Internet Banking or the mobile banking app. When you instruct us to make a BPAY® payment via Telephone Banking, Internet Banking or the mobile banking app, you must input the biller code (found on your bill), your Customer Reference Number (e.g., your account number with the biller, also found on your bill), the amount to be paid and the Account from which the amount is to be paid.

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

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

### Processing BPAY® payments

We will process your BPAY® payments promptly and efficiently wherever possible. You must tell us immediately if you:

- Become aware of any delays or mistakes in processing your BPAY® payment;
- Did not authorise a BPAY® payment that has been made from your Account; or
- Believe that you may have been fraudulently induced to make a BPAY® payment.

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 your BPAY® payment.

A BPAY® payment instruction is irrevocable.

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

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

- 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

or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and

- 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 instruct us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® payment immediately upon receipt. If we are advised that your payment cannot be processed by a biller, we will:

- Advise you of this;
- Credit your Account with the amount of the BPAY® payment; and
- Take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

It is imperative you ensure you input the correct biller code when making BPAY® payments. If you have made a payment to the incorrect biller and we cannot recover the amount from the biller who received it within 20 banking Business Days of us attempting to do so, you will be liable for that payment.

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

### Future dated BPAY® payments

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

You may arrange BPAY® payments up to 60 days in advance of the due date. If you use this option, you must take note of the following:

- You are responsible for maintaining 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;
- 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 (please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information);

- You are responsible for checking your Account transaction details or Account statement to ensure the future dated payment is made correctly;
- You should contact us if there are any problems with your future-dated payment; and
- 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 the due date.

### Consequential damage for BPAY® payments

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.

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 that may not be excluded, restricted or modified at all, or only to a limited extent.

### 5.6 Osko

Please note in the below information the following definitions:

“**BPAY® Scheme**” means the scheme operated by BPAY® Pty Ltd that governs the way in which we provide Osko to you.

“**Osko Payment**” means a payment made by or on behalf of a Payer to a Payee using Osko.

“**Payee**” means a customer who uses Osko to receive Osko Payments or adjustments.

“**Payer**” means a customer who uses Osko to make Osko Payments or adjustments.

“**PayID**” means a smart address for Osko Payments, composed of a permitted PayID Type linked to a financial institution.

“**PayID Name**” means the shorthand name meant to identify the sender or recipient of an Osko Payment.

“**PayID Type**” means a piece of recognisable and memorable information that can be linked to a financial Account to create a PayID. PayID Types include phone number, email address and other organisational identifications.

“**Payment Direction**” means a direction from a Payer to affect an Osko Payment or adjustment.

“**Transaction**” means an Osko Payment and/or adjustment.

### Introduction

We subscribe to Osko under the BPAY® Scheme.

We offer Service 1 (Payment) which allows you to make and receive Osko Payments in real-time.

Osko is available through our Internet Banking and mobile banking app service (Refer to the Mobile Banking App Terms of Use available at: <https://www.australianunity.com.au/banking/terms-and-conditions>)

We will tell you if, for any reason, we are no longer able to offer you Osko.

If we are no longer able to offer you Osko, you will not be able to send or receive Osko Payments through us.

Where we are able to do so we will tell you:

- If there are any delays in processing transactions;
- When your transaction is likely to be completed; and
- Give you the opportunity to cancel a transaction if it is delayed.

### Eligibility

Please refer to the ‘Summary of Accounts and Access Facilities’ table within this booklet to understand if your Account is eligible for Osko.

If there is any inconsistency between the terms and conditions applying to the relevant Account and/or service and our terms and conditions, our terms and conditions will apply to the extent of that inconsistency.

## PayID

You do not have to have a registered PayID. If you choose not to register or use a PayID, some future services may not be available to you.

When you direct an Osko Payment to a PayID connected to a joint Account, other account holders may be able to see the messages and notifications associated with the Transaction.

Similarly, depending on the settings you choose for your PayID, other account holders on your Account may be able to see messages and notifications associated with Transactions addressed to your PayID.

When initiating a Transaction, you might direct the Transaction to an incorrect account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before you submit a Transaction.

In order to better provide you with the services under Osko, we may retain certain information relating to PayIDs you use. For example, we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments. Clause 4.10 has more information on how we collect, use, handle and store Personal Information such as PayIDs.

Please refer to the 'PayID Terms and Conditions', located on our website, for more information about PayID.

## Payment Directions

You must give us the information specified below when you send us a Payment Direction. We will then debit your Account with the amount of that Osko Payment on the date requested.

Subject to applicable laws, including where applicable the ePayments Code, we will treat your instruction to make an Osko Payment as valid:

- If you provide us with the following information:
  - The amount of the Osko Payment; and
  - If you elect:
    - a. not to use PayID, the details of the Payee's account(s) to be credited with

the amount of the Osko Payment; or

- b. if you elect to use PayID, the Payee's PayID; and
- When you give such information to us you comply with the security procedures specified in Clause 2.10.
  - You should ensure that all information you provide in relation to an Osko Payment is correct as we will not be able to cancel an Osko Payment once it has been processed.

## Information You Must Give Us to Make an Osko Payment

The information you must give us to make an Osko Payment is noted in **Osko: Payment Directions**.

You acknowledge that we are not obliged to affect an Osko Payment if you do not give us all of the information or if any of the information you give us is inaccurate.

## Notifications

We will inform you via Internet Banking when:

- We confirm and validate each Payment Direction you give us;
- A transaction you have initiated:
  - is successfully completed; or
  - fails for any reason; and
- An Osko Payment has been deposited into your Account.

You may also, at any time, access a record of all Transactions that you have been involved with via Internet Banking.

## Osko Termination or Suspension

### By You:

You can terminate your participation in Osko by giving us at least 30 days prior notice of your intent. Please note this means you will not be able to make external transfers through Telephone Banking or Internet Banking, excluding BPAY®.

### By Us:

We may suspend or terminate your participation in Osko, including your ability to make external transfers, if:

- We suspect that you, or someone acting on your behalf, is being fraudulent;
- We suspect that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
- You breach any obligation under these terms and conditions that is capable of remedy and do not remedy that breach within 20 Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- You breach any obligation under these terms and conditions that is incapable of remedy;
- You suffer an Insolvency Event.

In addition to the above reasons, we may immediately terminate and/or suspend your participation in Osko by notifying you if our membership to the BPAY® Scheme or our subscription to Osko is suspended, ceases or is cancelled (as the case may be) for any reason.

### Consequence of Termination or Suspension

Termination or suspension of your right to use Osko does not:

- Prejudice any claims either party may have against the other in respect of any then subsisting breaches of these terms and conditions; or
- Otherwise affect the accrued rights or remedies of either party.

## 5.7 PayTo

### Introduction

This 'PayTo' clause applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. See the Summary of Accounts and Access Facilities to determine whether PayTo is available for your Account.

PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

We will send certain PayTo notifications by SMS or email so you should ensure you have given us your current mobile phone number and email address and promptly tell us if they change. If we do not have a current mobile phone number or email

address you will not receive some PayTo notifications from us.

### Creating a Payment Agreement

You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account or the BSB and account number for your Account.

You are responsible for ensuring that the PayID or BSB and account number you provide for the purpose of establishing a Payment Agreement are correct.

**Warning!** If you send a PayTo payment to the wrong merchant or Payment Initiator it may not be possible to recover the money.

Any Personal Information or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.

After we receive notification that a new Payment Agreement has been created for your Account, we will notify you with the details of the Payment Agreement and ask you to confirm your approval of the Payment Agreement through Internet Banking. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.

If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator or may expire.

If you tell us that you approve a Payment Agreement, it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve

a Payment Agreement unless you are sure all the details are correct.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.

By approving a Payment Agreement, you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and
- acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your Personal Information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

## PayTo Payments

We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have approved the associated Payment Agreement.

By authorising a Payment Agreement, you instruct us to make PayTo Payments from your relevant Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.

It is your responsibility to ensure you have sufficient funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared

funds in your Account at the time the PayTo Payment is requested.

## Amending a Payment Agreement

A Payment Agreement may be amended by the Merchant or Payment Initiator from time to time.

If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you and request that you approve or decline the amendment through Internet Banking. You may approve or decline an amendment request presented for your approval.

We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.

If a Payment Agreement amendment requires your approval within a timeframe stipulated by the Merchant or Payment Initiator, or NPP, and you do not provide approval within that timeframe, the Payment Agreement amendment may expire and it will be treated as being declined by you.

You may instruct us to amend your name, PayID or BSB and account details in a Payment Agreement. You can also amend your PayID or BSB and account details in a Payment Agreement through Internet Banking. Account details may only be replaced with a PayID or BSB and account number of an eligible Account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details. We may

decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the detail of the Merchant or Payment Initiator, or another party.

### **Pausing or resuming a Payment Agreement**

You can pause a Payment Agreement, or resume a paused Payment Agreement, through Internet Banking or by contacting us. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.

A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time we are notified that a Payment Agreement is paused or resumed by the Merchant or Payment Initiator.

While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.

### **Transferring a Payment Agreement**

It is not currently possible to transfer a Payment Agreement between accounts with us and accounts with another financial institution. If you want to change a Payment Agreement to an account with another financial institution, you must contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details.

### **Cancelling a Payment Agreement**

You can cancel a Payment Agreement at any time through Internet Banking or by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.

A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you through Internet Banking if we are

notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator.

We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.

**Warning!** Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **Migration of Direct Debits**

If you have an existing direct debit with a participating biller, the participating biller may choose to create a Payment Agreement for the direct debit to process payments as PayTo Payments instead of a direct debit payment through the Bulk Electronic Clearing System (BECS).

If a participating biller does this, you will be notified by them that your future payments will be processed from your Account through PayTo and you will then have the option of telling the participating biller that you do not consent.

If you do not advise the participating biller that you do not consent to your direct debit being migrated to PayTo, the participating biller may create a Migrated DDR Payment Agreement in the Mandate Management Service that reflects the terms of your DDR Service Agreement and the Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a Migrated DDR.

Once the Migrated DDR Payment Agreement has been created by the participating biller, you and the participating biller will be able to amend, pause and resume and cancel the Payment Agreement in the same way as any other Payment Agreement as set out above.



By permitting the creation of a Payment Agreement for a direct debit (by not contacting the participating biller and telling them that you do not consent), you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the PayTo Service;
- acknowledge that these details may be disclosed to NPP Australia Limited (who operates the PayTo Service) and the financial institution or payment processor for the participating biller for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, and participating billers using and disclosing such of your Personal Information as is contained in a Payment Agreement record in the PayTo Service as contemplated by the NPP regulations and procedures.

### General PayTo obligations

We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.

You must:

- ensure that you carefully consider any Payment Agreement creation request or amendment request made in respect of your Payment Agreement and promptly response to such requests;
- ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up to date;
- not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
- where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
  - any swearing, profanity or offensive, discriminatory, threatening or abusive content;

- any information that is confidential or must be kept secret;
  - sensitive Personal Information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity;
- comply with all applicable laws in connection with your use of PayTo;
  - promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you (if you use Internet Banking through our mobile banking app we recommend that you allow push notifications from it on your device to ensure that you promptly receive and are able to respond to such requests and notifications in a timely way);
  - immediately notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
  - promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;
  - promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you; and
  - comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up to date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).

We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.

### Unauthorised Payment Agreements

If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you and submit a claim, we will acknowledge your claim within 1 Business Day and provide a formal response to your claim within 30 Business Days. If the claim is founded, we will refund the PayTo Payment to your Account.

### Liability for PayTo

To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:

- processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;
- you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;

- you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
- you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service,
- except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these terms and conditions.

## 6. Definitions

Please note the following definitions:

“**Access Facility**” means a facility we authorise for you to use as evidence of your authority to make an Electronic Transaction or to access information about your Account that does not require a manual signature and includes, but is not limited to:

- In the case of Telephone Banking or Internet Banking – any combination of your customer number, secret code or password;
- In the case of BPAY® – any combination of your customer number, secret code or password; and
- In the case of Visa Card – your Visa Card and PIN used at an EFTPOS Terminal or ATM.

“**Account**” means your Account with us.

“**ASIC**” means the Australian Securities and Investments Commission.

“**ATM**” means Automatic Teller Machine, a machine maintained by a financial institution in which you insert your Visa Card and input your PIN in order to obtain account information or to make cash withdrawals.

“**Authorised User**” means you and any person you have authorised to operate your Account including any:

- third party signatory to your account;
- person you nominate to operate on an Account and Access Facility with us; and
- person you authorise us to issue an additional Visa Debit/Credit Card to.

“**BPAY®**” means the electronic payment scheme called BPAY®, which enables you to make bill

payments to billers who participate in the BPAY® scheme, via Telephone Banking or Internet Banking provided BPAY® Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000 (BPAY® Pty Ltd).

“**Business Day**” for the purposes of these terms and conditions, a ‘Business Day’ means a day that is not a Saturday, a Sunday or an Australian national public holiday.

“**EFTPOS Terminal**” means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card and PIN to conduct an EFTPOS transaction, for example, purchasing goods at a supermarket and selecting ‘savings’ or ‘credit’ as a method of payment.

“**Electronic Transaction**” means an Electronic Transaction to or from your Account using any of the following Access Facilities:

- Visa Debit/Credit Card;
- Telephone Banking and Internet Banking;
- BPAY®.

“**Insolvency Event**” occurs in respect of a person if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)), or bankrupt including under the Bankruptcy Act; or
- (b) it has had a Controller (as defined in the Corporations Act 2001 (Cth)) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act 2001 (Cth)) appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, that is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2) or section 585 of the Corporations Act 2001 (Cth) (or it makes a

statement from which a reasonable person would deduce it is so subject); or

- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

“**Internet Banking**” means a service we provide, either through our website or mobile banking app, that enables you to make Electronic Transactions such as:

- Transferring funds between your Accounts with us;
- Transferring funds to accounts at other financial institutions (including via Osko);
- BPAY®; or
- To obtain your Account information.

“**Linked Account**” means your Account/s which you link to a Visa Card, and includes any overdraft which you may attach to your Account.

“**Mandate Management Service**” or “**MMS**” means the Mandate Management Service (MMS) being a central, secure database of Payment Agreements operated by NPP Australia Limited.

“**Merchant**” means a retailer or any other provider of goods or services. In relation to PayTo (including in Clause 5.7 “PayTo”), Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement.

“**Migrated DDR**” means a Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see ‘Migration of Direct Debits’ in Clause 5.7.

“**Mistaken Internet Payment**” means a payment made by a user to an unintended recipient because the user enters or selects the wrong BSB number or account identifier due to:

- (c) the user’s error; and/or
- (d) the user was advised of the wrong BSB number or account identifier;

and does not cover situations in which a user makes a payment to a recipient as a result of a scam.

**"New Payments Platform"** means the centralised infrastructure operated by NPP Australia Limited that facilitates 24/7 real-time payment clearing and settlement between participating Australian financial institutions.

**"NPP"** means the New Payments Platform operated by NPP Australia Limited.

**"NPP Payment"** means payments cleared and settled via the NPP and includes PayTo Payments.

**"Osco"** means the Osco payment service provided by BPAY® Pty Ltd.

**"PayID"** refers to the identifier via which you choose to use to identify an Account.

**"PayTo Agreement or Payment Agreement"** means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account or a Migrated DDR.

**"Payment Initiator"** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account. Australian Unity Bank is not a Payment Initiator.

**"PayTo"** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement.

**"PayTo Payment"** means an NPP Payment we make pursuant to a Payment Agreement.

**"Personal Information"** means Personal Information, as that term is defined in the Privacy Law, that is provided to, or obtained or accessed by, us in the course of providing products and services to you.

**"Privacy Law"** means the Privacy Act 1988 (Cth) and any legislation that applies to you from time to time in force in Australia.

**"Privacy Policy"** means the Australian Unity Limited Privacy Policy as amended from time to time and available on our website or by calling us.

**"Receiving FI"** means a financial institution whose customer has received an internet payment;

**"Sending FI"** means a financial institution whose customer has made an internet payment;

**"Telephone Banking"** means a service we offer through a telephone communication network that enables you to make Electronic Transactions such as BPAY® or obtain account information.

**"Transfer ID"** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.

**"Unintended Recipient"** means the recipient of funds as a result of a Mistaken Internet Payment.

**"website"** means our site at [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking).

**"we", "us" or "our"** means Australian Unity Bank Limited ABN 30 087 652 079 AFSL/Australian Credit Licence 237994.

**"you" and "your"** means the person or persons in whose name an Account and Access Facility with us is held.

## 7. Contacting Us

### How to Contact Us

You can contact us using one of the following methods:



Phone us on 1300 790 740 (Monday to Friday – 8.30am and 5.30pm AEST)



Write to us at GPO Box 1801, Melbourne VIC 3001



Email us at:

[bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au)