



Accounts and Access Facilities Terms of Use

2 September 2019

Australian Unity Bank Limited

ABN: 30 087 652 079 AFSL/Australian Credit Licence: 237994 BSB 803-228

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Table of Contents

Important Information	3
How to Contact Us	3
Security Information	3
Customer Owned Banking Code of Practice.....	3
Summary of Accounts and Access Facilities	4
1. Meaning of Words	8
2. Terms of Use.....	9
3. Notifying Changes.....	10
4. Australian Unity Ltd Membership.....	11
5. ePayments Code	11
6. Privacy	11
7. Complaints.....	11
8. Account Operation	12
9. Eligibility.....	12
10. Identification.....	12
11. Making Deposits and Withdrawals	13
12. Tax Information	14
13. Financial Difficulty.....	14
14. Financial Claims Scheme.....	14
15. Additional Account Information	15
16. Third Party Access	15
17. Overdrawing an Account	15
18. Codes and Passwords	16
19. Direct Debit	17
20. Sweep Facility	17
21. Processing Electronic Transactions	18
22. Statements and Account Notices.....	18
23. Dormant Accounts	18
24. Account Combination	18
25. Closing Accounts and Cancelling Access Facilities	18
26. Liability	19
27. Cheques	19
28. SMS Banking	21
29. Electronic Transaction Access Facilities	22
30. Cards	22
31. Telephone Banking and Internet Banking	27
32. Mistaken Internet Payments.....	28
33. Liability for Unauthorised Transactions	29
34. BPAY	30
35. Osko	32

Important Information

This document must be read in conjunction with the following documents:

- [Schedule of Interest Rates](#)
- [PayID Terms and Conditions](#)
- [Schedule of Fees, Charges and Transaction Limits](#)

Together these documents form the Terms of Use for Australian Unity's Accounts and Access Facilities.

Australian Unity Bank Limited
ABN 30 087 652 079, AFSL/Australian Credit Licence 237994

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 to 5.30pm AEST)
- ✉ Write to us at GPO Box 1801, Melbourne VIC 3001
- ✉ Email us at: bankingsupport@australianunity.com.au

Security Information

To report the loss, theft or unauthorised use of your card or PINs, please contact:

Within Australia:

- Our Customer Services Team on 1300 790 740 (Monday to Friday – 8.30am to 5.30pm AEST); or
- Visa Hotline on 1800 450 346, 24 hours a day, 7 days a week.

Outside Australia:

- Cardholder Support Hotline (Australia) on +1 303 967 1090.
- 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 within the country you are travelling with Visa. Countries have different hotline details.

Customer Owned Banking Code of Practice

We subscribe to the Customer Owned Banking Code of Practice.

The 10 Key promises under the Code are:

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

Further details on the code can be found at our website.

Summary of Accounts 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. We recommend you read these Terms of Use and the Financial Services Guide before acquiring any product.

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	0.00% p.a.	Daily
Interest Credited	Monthly	Offsets Monthly
Funds Availability	At Call	At Call
PayID	✓	✓
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.

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Summary of Accounts and Access Facilities cont.

Savings and Investment Accounts					
Feature	Active Saver Account	Freedom Saver Account	Easy Saver Account	Kids Saver Account	Term Deposit
Minimum Opening Balance	\$0	\$0	\$0	\$0	\$5,000
Interest Calculated	Daily	Daily	Daily	Daily	Daily
Interest Credited	Monthly	Monthly	Monthly	Monthly	At maturity or at an agreed frequency*
Funds Availability	At Call	At Call	At Call	At Call	Term Deposit
Balance to Maintain	Nil	Nil	Nil	Nil	> \$5,000
PayID	✓	✓	✓	✓	✗
Visa Debit Card	✗	✗	✗	✗	✗
Internet Banking	✓	✓	✓	✓	✗
Telephone Banking	✓	✓	✓	✓	✗
Pay Anyone	Credits only	Credits only	Credits only	✓	✗
BPAY	✗	✗	✗	✗	✗
Osko	Credits only	Credits only	Credits only	✓	✗
Bank@Post	✗	✗	✗	✗	✗
Cheque Book	✗	✗	✗	✗	✗
Additional Information	Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.	Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.	Withdrawals from this account can only be made via the Healthy Banking Everyday Transaction account and only through Telephone Banking and Internet Banking.	This Account is a children's savings account, for children under the age of 14. 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.	On maturity we will reinvest your term deposit as per your instructions. If you have not provided instructions we will automatically re-invest your term deposit for the same term at the interest rate applicable on the day of reinvestment. In accepting a fixed term deposit you agree to invest those funds with us for the nominated term. The acceptance of an early redemption request will be subject to an interest adjustment, calculated as a percentage on the actual term of the deposit, referenced to the original maturity date.

*Please refer to the 'Schedule of Interest Rates – Transaction, Savings and Investments' for the available options; interest may be added to the term deposit, or credited to an eligible Australian Unity account.

Summary of Accounts and Access Facilities cont.

SMSF Accounts			
Feature	SMSF Cash Management Account	SMSF Offset Account	SMSF Term Deposit
Minimum Opening Balance	\$0	\$0	\$5,000
Interest Calculated	Daily	Daily	Daily
Interest Credited	Monthly	Offsets Monthly	At maturity or at an agreed frequency**
Funds Availability	At Call	At Call	Term Deposit
Balance to Maintain	✗	✓	\$5,000
PayID	✓	✓	✗
Visa Debit Card	✓	✓	✗
Internet Banking	✓	✓	✗
Telephone Banking	✓	✓	✗
Pay Anyone	✓	✓	✗
BPAY	✓	✓	✗
Osko	✓	✓	✗
Bank@Post	✓	✗	✗
Cheque Book	✓	✗	✗
Additional Information	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 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.	On maturity we will reinvest your term deposit as per your instructions. If you have not provided instructions we will automatically re-invest your term deposit for the same term at the interest rate applicable on the day of reinvestment. In accepting a fixed term deposit you agree to invest those funds with us for the nominated term. The acceptance of an early redemption request will be subject to an interest adjustment, calculated as a percentage on the actual term of the deposit, referenced to the original maturity date.

**Please refer to the 'Schedule of Interest Rates – Transaction, Savings and Investments' for the available options; interest may be added to the term deposit, or credited to an eligible Australian Unity account.

Summary of Accounts and Access Facilities - the accounts noted below are closed to new customers.

Accounts Closed to New Customers					
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	✓	✗	✓	✓	✓
Visa Debit Card	✓	✓	✗	✗	✓
Internet Banking	✓	✓	✓	✓	✓
Telephone Banking	✓	✓	✓	✓	✓
Pay Anyone	✓	✓	✓	✓	✓
Osko	✓	✓	✓	✓	✓
BPAY	✓	✓	✓	✓	✓
Bank@Post	✓	✓	✓	✗	✓
Cheque Book	✓	✓	✗	✗	✓
Additional Information					

1. Meaning of Words

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.

“**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.

“**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**” means any day on which we are open for business (Melbourne or Sydney).

“**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.

“**Merchant**” means a retailer or any other provider of goods or services.

“**Osko**” means the Osko payment service provided by BPAY Pty Ltd.

“**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.

“**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.

“**website**” means our site at 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**” means:

- The person or persons in whose name an Account and Access Facility with us is held;
- Any Authorised User you nominate to operate on an Account and Access Facility with us; and
- Any person you authorise us to issue an additional Visa Debit/Credit Card to.

2. Terms of Use

Please note that by opening an Account or establishing an Access Facility with us, you will become bound by these Terms of Use.

Please keep a copy of this document in a safe place so you can refer to it when needed. For an up to date copy of this document please visit our website, or contact us.

3. Notifying Changes

We may change fees, charges, interest rates and other 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 20 days advance notice.

The following table sets out how we will notify you of any changes.

Type of change	Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your Account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your Account	20 days
Changing interest rates	On or before the date of change
Increasing your liability for losses in relation to Electronic Transactions	20 days
Imposing, removing or adjusting 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
Changing the balance ranges within which interest rates apply	20 days
Changing any other term or condition	When we next communicate with you
<p>We may use various methods, and combinations of methods, to notify you of these changes, such as:</p> <ul style="list-style-type: none"> ▪ By letter; ▪ With your next statement of Account; ▪ Newsletter; ▪ Advertisements in the local or national media; or ▪ On our website. 	

3.1 Changes to Terms

We may change these Terms of Use or any documents referred to in these Terms of Use at any time by giving you the required notice as detailed above subject to any applicable law.

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

3.2 How We Send Notices and Statements

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. Australian Unity Ltd 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.

5. 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 of Use.

6. Privacy

Your privacy is important to us. We only collect, use, store and disclose your Personal Information in accordance with the requirements of the Privacy Law and our Privacy Policy.

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 must notify us if any of your Personal Information changes.

You can request access to your information held by us by contacting us in accordance with the procedures set out in our Privacy Policy.

Our Privacy Policy contains information about how you 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

6.1 Privacy and Osko

In order 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 6) 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.

7. 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 feedback and complaints.

If you would like to provide us feedback on your experience you can contact us on:

- ☎ Phone us on 1300 790 740 (Monday to Friday - 8.30am to 5.30pm AEST)
- ✉ Email us at bankingsupport@australianunity.com.au
- 🌐 Visit us at www.australianunity.com.au/banking

On receipt of your complaint we will:

- Keep a record of your complaint; and
- Try to resolve the complaint promptly and during the first call.

If a staff member is unable to manage your complaint due to not having the authority to manage it or because it requires a higher level of expertise, it will be referred to a more experienced staff member. They will respond to you within 5 Business Days either providing an immediate answer or advising of action to be taken and an expected reply date.

We will try to resolve your complaint within 21 days of receiving your complaint.

If your complaint can't be resolved within 21 days, we will tell you why – and will try to resolve it in a maximum 45 days (or 30 days for disputes regarding postponement, default notices under the National Credit Code and credit reporting under the Privacy Act), unless there are exceptional circumstances.

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 of Use and (if applicable) the ePayments Code and advise you of any adjustments we have made to your Account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 Business Days (unless you request a written response).

We will provide you with the details of the Australian Financial Complaints Authority, a free independent complaints resolution service that you can contact if you are unhappy with our response.

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

8. Account Operation

8.1 What are Australian Unity's Accounts and Access Facilities?

Our accounts are made up of transaction, 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.

Please refer to the 'Summary of Accounts and Access Facilities' table within this document for available account types, interest calculations, the conditions applying to each account type and the access methods attached to each account type.

8.2 What Accounts Can I Open?

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

8.3 How Do I Open an Account?

You will need to complete a Customer Application Form. For joint accounts, each person must complete a Customer Application Form. You will be required to provide Proof of Identity. Please refer to Clause 10 for more information.

You may be able to open an Account online in certain circumstances; however Proof of Identity is still required.

8.4 What Happens If I Change My Name, Address or Contact Details?

If you change your name, address or contact details you should notify us immediately. You may be required to provide evidence of any name changes.

8.5 What Fees and Charges Are There?

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' document 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 and charges.

8.6 What Interest Can I Earn on My Account?

You can access our current interest rates on our website. Our 'Schedule of Interest Rates' gives you information about our current transaction, term deposit and savings account interest rates.

We may vary the rates on these accounts from time to time.

The 'Summary of Accounts and Access Facilities' table within this document discloses how we calculate and credit interest to your Account.

8.7 What Are the 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.

9. Eligibility

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.

Applications not meeting these requirements will be rejected.

10. Identification

10.1 Proof of Identity Required

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

If at any time you wish to appoint a person as a signatory or a Power of Attorney to your

Account/s, we are also required to verify the identity of that person.

Documents that confirm your full name, date of birth and current residential address must be provided.

A full list of suitable identification methods may be found on our website.

10.2 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.

10.3 When We May Seek Additional Information From You

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 file number is.

11. Making Deposits and Withdrawals

11.1 Making Deposits

You can make deposits to your Account by:

- Direct credit (e.g. from your employer for wages or salary);
- Transfer from another Account with us;
- Transfer from another Financial Institution; and
- Australia Post Bank@Post outlets (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 29 for more information.

The products you use can have varying deposit options. Please refer to the 'Summary of Accounts and Access Facilities' table within this document for more information.

11.2 Depositing Cheques Drawn on Australian Banks

You can only access the proceeds of a cheque when it has cleared. A cheque usually takes 3-4 Business Days to clear, or if the cheque deposit is via Australia Post Bank@Post up to 7 Business Days.

You can ask us for a special clearance for which we may charge a fee. There may be provisions depending on your location where a special clearance will be of benefit to you in receiving cleared funds.

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

11.3 Withdrawing or Transferring

You can make withdrawals from your Account:

- By direct debit;
- By cheque, if your Account is linked to a cheque book;
- Via Telephone Banking or Internet Banking;
- Via BPAY to make a payment to a biller;
- At selected ATMs, if your Account is linked to a Visa Card;
- Via selected EFTPOS Terminals, if your Account is linked to a Visa Card (note that some Merchants may impose restrictions on withdrawing cash); and
- Via Australia Post Bank@Post outlets (providing you have a card linked to the Account you wish to withdraw from and know your PIN).

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

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' document for daily transaction limits.

The banking products you use can have varying withdrawal and transfer options. Please refer to the 'Summary of Accounts and Access Facilities' table within this document.

11.4 Debiting Transactions Generally

We will process debit transactions received on any one day in the order we determine in our absolute discretion.

11.5 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' document for more information.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a request form, giving us evidence of the loss or theft of the cheque where possible.

You will also have to give us an indemnity - that indemnifies us against any claims that you wrongfully authorised us to stop the 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.

12. Tax Information

12.1 Disclosing Your Tax File Number (TFN)

We will use your TFN to report details of interest earned on your Account to the Australian Taxation Office. It is not compulsory to provide your TFN.

If you do not provide your TFN, Australian Business Number (ABN) or advise that you are eligible for an exemption from providing a TFN or ABN, 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.

12.2 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 may collect certain information from you, report payments made in respect of your investments and retain information to meet record keeping requirements.

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

13. Financial Difficulty

We understand from time to time that some of our customers may face periods of financial hardship. All customers are eligible to use our Financial Hardship Assistance Services.

Financial hardship may be defined as where a customer wants to pay what they owe but is unable to do so, or where a customer anticipates being unable to do so in the near future.

Where you have debts to us and you would like to apply for Financial Hardship assistance, you can do so by contacting us via any of the below methods.

- ☎ Phone us on 1300 790 740 (Monday to Friday - 8.30am to 5.30pm AEST)
- ✉ Email us at hardships@australianunity.com.au
- 🌐 Visit us at 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.

14. 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 and the APRA hotline on 1300 13 10 60.

15. Additional Account Information

15.1 Joint Accounts

A joint Account is an Account held by two or more persons. 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 holders 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.
- 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.

15.2 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.

16. Third Party Access

You can authorise us at any time to allow another person to operate on your Account/s. 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. 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.

17. Overdrawing an Account

You must keep sufficient cleared funds in your Account prior to writing and issuing cheques, or covering direct debits 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' document for more information.

Alternatively, 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, 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' document 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 you overdraw your Account, you will need to 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.

18. Codes and Passwords

18.1 Security of Cards, PINs, Secret Codes & Passwords

For liability for unauthorised transactions, refer to Clause 33.

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

- The security of your cards, PINs, secret codes and passwords is very important because they give unrestricted access to your Account. You must make every effort to protect your cards, PINs, secret codes or passwords from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use.
- You must not disclose your PIN, secret code or password to anyone (this includes 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.
- You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do select a PIN secret code or password, 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 PIN, secret code or password before you notify us that the PIN, secret code or password 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 PIN, secret code or password and make a record of this.
- You must not record the PIN, secret code or password with any 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 in your wallet or purse, where you have clearly written "customer number and Internet Banking password".

18.2 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.
- Liability for losses arising from unauthorised transactions will be considered by the ePayments Code and not by our Terms of Use.
- If at any time another person knows your Telecode, you should immediately contact us. If you do not cancel the Telecode, you may be liable for any unauthorised transactions made on your Account.
- You must never write down 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).
- Where there is a loss as a result of fraud or negligence by our employees or agents, we will be liable for that loss.

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

18.3 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, transactions can only be performed and completed if they are authenticated by an OTP.

The password is sent to your pre-registered mobile phone number via SMS and each password 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 the 'Features' menu option. Alternatively, you can contact us.

18.4 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' document and in some cases we may restrict these limits at our discretion.

We will notify you of any changes to these transaction limits.

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.

19. Direct Debit

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' document 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. If you overdraw your Account, we will charge you debit interest and a fee. Please refer to Clause 17 along with the 'Schedule of Fees, Charges and Transaction Limits' document for more information.

To cancel direct debits linked to your Account/s, please contact us for assistance and we will action the request on your behalf. 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.

20. 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' document for more information, or to set up a sweep facility, please contact us.

21. 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' document for more information.

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

22. Statements and Account Notices

We will send you statements at least every 6 months, however you may request for us to send them more frequently. 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' document 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 may also elect to receive notices about your Accounts via email. You must provide your consent for us to do so. You may revert to paper statements and notices at any time by contacting us however please note fees may apply.

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.

23. Dormant 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:

- 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' document for more information.

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

23.1 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, in which case you will have to apply to ASIC to retrieve the funds.

24. Account Combination

If you have more than one Account with us, we may set off the credit balance of any of your deposit Accounts against any debt owing by you to us from time to time providing all Accounts are in the same name.

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.

25. Closing Accounts and Cancelling Access Facilities

You can close your Account with us at any time.

You will be required to surrender your customer cheque book and any Visa Cards at the time.

You will be required to complete an Account Closure form if you wish to close your Account/s.

You can cancel any Access Facility on request at any time. We can:

- Restrict or cancel any Access Facility for security reasons or if you breach these Terms of Use;
- Close a Visa Card that has had no transactions in the past 12 months;
- Close your Account/s and/or Access Facility/ies by giving you at least 14 days advance notice, unless there are exceptional circumstances, before closing your Account/s where these 'Accounts and Access Facilities Terms of Use' permit us to restrict or cancel any Access Facility for security reasons or if you breach these Terms of Use;
- Decide not to process a transaction if:
 - We have been notified of a dispute between joint Account holders;
 - You have failed to provide information we have requested to help us verify the 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 other type of financial abuse, and you are unable to provide information to the contrary.

Exceptional circumstances under which we will suspend or close your Account, cancel your card, PIN, password or device or decide not to process a transaction without reason and without notice, if:

- The operation of your Account is not consistent with how the Account is expected to be operated;
- 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 are not the person you are claiming to be;
- We believe on reasonable grounds that you 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.

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.

26. Liability

Subject to any other provision of these Terms of Use, to the extent permitted by law (including the ePayments Code), we are not liable to you for or in connection with:

- Any loss or damage you suffer as a result of using your Account or an Access Facility;
- 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 person/s you have authorised, 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.

27. Cheques

27.1 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 document 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 17 and to the 'Schedule of Fees, Charges and Transaction Limits' document 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.

27.2 Cheque Security

Crossing a cheque 'not negotiable' or 'account payee only'

Example of 'not negotiable' crossing:

XYZ Building Society	not negotiable	Date: / /
Pay Fred Smith ----- or bearer		
The sum of Three hundred dollars Only -----		\$300.00
Signature		

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown above. When you cross a cheque or add the words 'not negotiable' between the crossing, you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution to check if its customer has good title to the cheque.

Example of 'account payee' crossing:

XYZ Building Society	account payee only	Date: / /
Pay Fred Smith ----- or bearer		
The sum of Three hundred dollars Only -----		\$300.00
Signature		

When you add the words 'account payee only' between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to

make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

27.3 Deleting 'or bearer' on the Cheque

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. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque.

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

27.4 How Do I Stop Payment on a Cheque?

You can stop payment on a cheque by:

- Calling us with sufficient information to identify the cheque (we may insist on written confirmation); or
- Writing to us, with sufficient information to identify the cheque.

Sufficient information is information such as the cheque number, date of the cheque, payee, amount, customer name and number.

You must do this before we have paid the cheque.

27.5 What Do I Do to Reduce the Risk of Cheque Forgery?

When filling in a cheque:

- Start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- Draw a line from the end of the person's name to the beginning of the printed words 'or bearer';
- Do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- Draw a line from the end of the amount in words to the printed '\$';
- Avoid any spaces between the numbers; and
- 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.

27.6 When Can We Dishonour or Not Pay On Presentation of Your Cheque?

When:

- You have insufficient funds or available credit in your Account to cover the cheque;

- The cheque does not clearly state instructions;
- You have post-dated your cheque and it is presented for payment before the date on the cheque;
- The cheque is 'stale', that is, the date of the cheque is more than 15 months old;
- We have notice of your death or mental incapacity; or
- Where we suspect that the cheque may have been presented fraudulently.

27.7 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.

28. SMS Banking

28.1 Introduction and Registration

You may request that an Account balance, transaction history, interest received or event triggered SMS be sent to your nominated mobile phone. SMS alerts are available on demand 24 hours a day.

You must be a personal Account owner with us and have either Telephone Banking or Internet Banking before you can utilise the SMS Banking service. You can register for SMS Banking by logging into Internet Banking and selecting the 'SMS Banking' menu option. Alternatively, you can contact us.

You should not reply to any SMS alert we send you as we will only respond to your requests to receive the SMS Banking service and will not

read or respond to any other messages to that number.

For fees and charges that may apply for each SMS sent via the SMS Banking service, please refer to the 'Schedule of Fees, Charges and Transaction Limits' document for more information. You may also be charged fees by your mobile phone carrier.

28.2 Cancelling Your SMS Banking Service

You may cancel your SMS Banking registration at any time by logging into Internet Banking or by contacting us.

We may cancel your SMS Banking registration at any time, for any reason, including but not limited to:

- Insufficient funds in your primary Account;
- Your Account has been closed;
- Security reasons;
- Breaches of these Terms of Use;
- The account operating authority on the Account is changed; or
- If we are conducting maintenance on the SMS Banking service.

28.3 Security and Privacy

When you register for SMS Banking you authorise us to send Account information to your nominated mobile phone. The SMS we send may contain Account information that you may prefer to keep confidential. Once we have sent the SMS, we have no control over who can access this information.

In order to help keep your Account information private, we recommend you:

- Always keep your mobile phone in a safe and secure place;
- Safeguard your mobile phone from inappropriate access;
- Delete SMS Banking messages from your mobile phone once you have obtained your information; and
- Advise us immediately if your mobile phone is lost, stolen or the number has been disconnected, changed, suspended or no longer in your possession.

We do not retain records of the content of SMS Banking messages we have sent you. Please note we will never send you a request via SMS for Personal Information, in particular Account information or passwords.

28.4 Reliance

The SMS Banking service is a tool to assist you in the management of your Account/s with us.

We recommend SMS Banking be used in conjunction with Phone Banking and Internet Banking. You should check your statements regularly and not rely entirely on SMS Banking for your balance and transaction history.

We undertake to make all reasonable efforts to ensure the SMS Banking service is available to you at all specified times and that Account information provided via SMS Banking is accurate and current.

However, we are not liable for the unavailability of SMS Banking in whole or in part, nor for inaccuracies in the information provided on your Account/s, nor delays or errors in the execution, instruction or request for information in connection with the communication network, ancillary equipment, our computer systems, or any other circumstances.

29. Electronic Transaction Access Facilities

Our Electronic Transaction Access Facilities are:

- Cards – Visa Debit/Credit Cards;
- Telephone Banking and Internet Banking; 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 document; and
- 'Schedule of Fees, Charges and Transaction Limits' document.

29.1 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;
- Check your statements regularly for any irregular transactions;
- Always access the Telephone Banking or Internet Banking service only using the

official phone number and website address contained in the 'How to Contact Us' section at the beginning of this document; 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.

30. Cards

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

The difference between the two is that the Visa Debit Card allows you to take advantage of the Visa component to the card without having a debt attached – essentially you are using your own money, but have the same level of access as a 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.

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 allows you to make payments for goods and services at any retailer displaying the Visa logo anywhere in the world. You can also withdraw cash from your Account anywhere in the world using an ATM displaying the Visa logo. We will provide you with a PIN to use with your Visa Card.

Visa also allows you to:

- Check your Account balances (at ATMs and via electronic banking); and
- Withdraw cash from your Account (at ATMs anywhere in the world, and available EFTPOS Terminals).

30.1 Using Your Card

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. Payments using payWave can only be made if your purchase is under AUD \$100 and using a payWave enabled EFTPOS Terminal. If your purchase is equal to or over AUD \$100, you will need to enter your PIN 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' document 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.

30.2 Using Your Card 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 card. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' document 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' document for the current ATM withdrawal fee.

Before travelling overseas, you or 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.

30.3 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' document.

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

30.4 Authorisations

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.

30.5 Additional Cardholders

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

You must ensure the additional cardholder observes the Terms of Use in which the additional 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 18 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 PINs in their own name, however they

cannot reorder cards or 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 PINs if there is a risk that this information could be obtained by another party.

30.6 Renewal of Your Card

Unless you are in breach of these Terms of Use, 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.

30.7 Cancellation or Expiry of Cards

If you wish to cancel your Visa Card, you can do so in writing. You also have an online option to request a reduction in your credit limit or cancel your Visa Credit Card.

You must also return the card to us upon request for cancellation. If you are unable to return the additional Visa Card to us, we may require you to make a written statement describing the steps you have taken to return the card.

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.

30.8 Use After Cancellation or Expiry of Your Card

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.

30.9 Exclusions of Warranties and Representations

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

We do not warrant that Merchants 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 7.

30.10 Steps You Must Take to Resolve 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.

Later, but as soon as you can, you must give us the following information:

- 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 your 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 of Use 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 7.

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 documents 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.

30.11 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 transactions authenticated by Verified by Visa unless we are liable as considered under Clause 33.

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' document 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.

30.12 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.

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.

30.13 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. 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.

30.14 Reporting the Loss, Theft or Unauthorised Use of Cards or PINs

If you believe your Visa Card has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us:

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

☎ Phone the Visa hotline on 1800 450 346
(Available 24/7)

31. Telephone Banking and Internet Banking

31.1 Introduction

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

When we make available to you Telephone Banking or Internet Banking, we will advise you:

- 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 Banking or Internet 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 Banking or Internet Banking is always up to date;
- You will have 24 hours a day, 7 days per week access to Telephone Banking or Internet Banking; or
- Data you transmit via Telephone Banking or Internet 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;
- Internet Banking, you must ensure that you log off from our Internet Banking service.

31.2 How to Report Unauthorised Use of Telephone Banking or Internet Banking

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.

31.3 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 of Use and conditions in this clause; or
- Acted negligently or fraudulently in connection with the other Terms of Use contained within this document.

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.

32. Mistaken Internet Payments

Please note in the below information the following definitions:

“**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.

32.1 Introduction

Mistaken Internet Payments are made by customers using the Pay Anyone facility, including Osko, through Internet Banking where the customer makes the payment to someone other than the intended recipient. This may be due to inputting the incorrect name 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.

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:

☎ Phone us on 1300 790 740
(Monday to Friday - 8.30am to 5.30pm AEST)
✉ Email us at bankingsupport@australianunity.com.au
🌐 Visit us at 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.

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.

32.2 Reports Made Within 10 Business Days

If both FI's 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.

32.3 Reports Made After 10 Business Days and Within 7 Months

If both FI's 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.

32.4 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.

32.5 Where the 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.

32.6 Notifying You of the Outcome

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

32.7 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 contact details for AFCA in Clause 7.

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.

32.8 Exclusions

BPAY payments are excluded from the Mistaken Internet Payment process as BPAY Pty Ltd already has effective measures in place for dealing with errors in payments.

33. Liability for Unauthorised Transactions

This clause does not apply to any transactions performed by you or an Authorised User.

Liability for unauthorised transactions will be considered in accordance with the ePayments Code, and not by our Terms of Use.

33.1 Where You are 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 ours, third parties involved in any networking arrangements, Merchants or their employees or agents;
- Relating to forged, faulty, expired or cancelled access facilities or any part of the Access Facility where you had taken reasonable steps to notify us of any fault prior to the unauthorised transaction;
- 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.

33.2 Where You are 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 18, then you will be liable in full for the actual loss occurs 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 18 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 18 was more than 50% responsible for the losses when all of the contributing factors are considered.

33.3 Other Situations - Limited Liability

Where a PIN, secret code or password is required to perform the unauthorised transaction and your liability detailed in Clause 33.2 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 30.12.

34. BPAY

34.1 Introduction

BPAY allows you to pay bills bearing the BPAY logo through Telephone Banking or Internet Banking. When you instruct us to make a BPAY payment via Telephone Banking or Internet Banking, 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 effect 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.

34.2 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.

34.3 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' document 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.

34.4 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.

35. 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 effect an Osko Payment or adjustment.

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

35.1 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 will be available through our Internet Banking.

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.

35.2 Eligibility

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

You must comply with the Terms of Use applying to the Account to which you request us to credit or debit an Osko Payment.

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

35.3 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 6 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.

35.4 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 18.
 - 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.

35.5 Information You Must Give Us to Make an Osko Payment

The information you must give us to make an Osko Payment is noted in Clause 35.4.

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

35.6 Payment Disputes and Investigations

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 or Osko more broadly.

35.7 Notifications

Subject to Clause 35.6, 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.

35.8 Termination for Convenience 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.

35.9 Suspensions and Terminations for Your Default

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 of Use 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 of Use that is incapable of remedy;
- You suffer an Insolvency Event.

35.10 Other Suspension or Termination Events

In addition to Clause 35.9, 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.

35.11 Consequence of Termination

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 of Use; or
- Otherwise affect the accrued rights or remedies of either party.