

Effective Date: 1 April 2008

St. George Transaction, Savings and Investment Accounts.

Banking Services Terms and Conditions
and General Information



This booklet sets out terms and conditions for the accounts listed in Tables 1 to 3 at the front of this booklet, along with general information about our banking services.

This booklet does not contain all of the Terms and Conditions that apply to you.

Further Terms and Conditions are set out in:

- the booklet “St. George Transaction, Savings and Investment Accounts Fees and charges and how to minimise them”; and
- any notice we give you about current interest rates that apply to your Account.

Further information about our products and services is available by visiting our website

stgeorge.com.au

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Part A – Terms and conditions applying to your Account

Table 1 – Summary of account features and benefits: Transaction, Savings and Investment Accounts

| Description. | Further details | Complete Freedom Account | Complete Freedom Student Account | Express Freedom Account | Simply Freedom Account |
|---|-----------------|--------------------------|----------------------------------|-------------------------|------------------------|
| Account opening | | | | | |
| Minimum opening balance | | \$1 | \$1 | \$1 | \$1 |
| Minimum opening balance with cheque facility | | \$1,000 | N/A | \$1,000 | \$1,000 |
| Eligibility criteria apply | Clause 31 | N/A | ✓ | N/A | N/A |
| Accessing your Account | | | | | |
| Funds at call | | ✓ | ✓ | ✓ | ✓ |
| Internet Banking | Clauses 41-46 | ✓ | ✓ | ✓ | ✓ |
| Phone Banking | Clauses 41-46 | ✓ | ✓ | ✓ | ✓ |
| Visa Debit Card | Clauses 35-40 | ✓ | ✓ | ✓ | ✗ |
| Maestro/Cirrus ATM Card | Clauses 35-40 | ✓ | ✓ | ✓ | ✓ |
| Deposit Only Card | | ✓ | ✓ | ✓ | ✓ |
| Cheque facility | Clause 34 | ✓ | ✗ | ✓ | ✓ |
| Branch | | ✓ | ✓ | ✓ | ✓ |
| Bank@Post™ | | ✓ | ✓ | ✓ | ✓ |
| Electronic Agency | | ✓ | ✓ | ✓ | ✓ |
| BPAY/BPAY View | Clauses 47-60 | ✓ | ✓ | ✓ | ✓ |
| Periodical payments, direct credits and direct debits | Clauses 19, 22 | ✓ | ✓ | ✓ | ✓ |
| Packaging and linking | | | | | |
| Include in St. George Advantage Package | | ✓ | ✗ | ✗ | ✗ |
| Overdraft option | Clause 23 | ✓ | ✗ | ✓ | ✓ |
| Interest offset facility | Clause 12 | ✓ | ✗ | ✗ | ✗ |
| Other features and benefits | | | | | |
| Interest paid [^] | Clause 11 | ✗ | ✗ | ✗ | ✗ |
| Bonus interest | Clause 13 | ✗ | ✗ | ✗ | ✗ |
| Tiered interest rates | Clause 11.4 | N/A | N/A | N/A | N/A |
| Balance tiers | Clause 11.5 | N/A | N/A | N/A | N/A |
| Statements* | Clause 16 | Quarterly | Quarterly | Quarterly | Quarterly |
| Passbook | Clause 17 | ✗ | ✗ | ✗ | ✗ |
| Alerts Services | Section 4 | ✓ | ✓ | ✓ | ✓ |
| ATM Mini Transaction History | | ✓ | ✓ | ✓ | ✓ |
| Automatic pension crediting | Clause 20 | ✓ | ✓ | ✓ | ✓ |
| Telegraphic Transfer | | ✓ | ✓ | ✓ | ✓ |

* Statements will ordinarily be provided monthly if a Visa Debit Card has been issued for your Account. For Complete Freedom Student Accounts opened prior to 20 May 2007, statements will ordinarily be provided every 6 months.

| Freedom Account | Retirement Access Plus Account | Power Saver Account | Incentive Saver Account | Investment Cash Account | Portfolio Loan | Get Set Loan |
|--|--------------------------------|---------------------|--|-------------------------|----------------|--------------|
| \$1 | \$1 | \$1 | \$1 | \$10,000 | \$1 | N/A |
| \$1,000 | \$500 | N/A | N/A | \$10,000 | \$1 | N/A |
| N/A | ✓ | N/A | N/A | N/A | N/A | N/A |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| For accounts opened before 12 Nov 2006 | ✓ | X | For accounts opened before 12 Nov 2006 | X | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | X |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | X |
| ✓ | ✓ | X | X | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | X | X | X | X | ✓ | X |
| ✓ | X | X | X | X | ✓ | ✓ |
| ✓ | X | X | X | X | X | X |
| Quarterly | Monthly | Monthly | Monthly | Monthly | Quarterly | X |
| X | X | X | ✓ | X | X | X |
| X | N/A | ✓ | ✓ | ✓ | ✓ | N/A |
| N/A | ✓ | N/A | N/A | N/A | N/A | N/A |
| 6 monthly | 6 monthly | Quarterly | Quarterly | Quarterly | Monthly | Monthly |
| X | ✓ | X | X | X | X | X |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

^ Where interest is paid quarterly, it is paid on the last day of March, June, September and December

Table 2 – Summary of account features and benefits: Society Cheque Accounts

| Description. | Further details | Charity | Community and Sporting Groups | Schools | Government |
|---|-----------------|-----------|-------------------------------|-----------|------------|
| Account opening | | | | | |
| Minimum opening balance | | \$1 | \$1 | \$1 | \$1 |
| Minimum opening balance with cheque facility | | \$1 | \$1 | \$1 | \$1 |
| Eligibility criteria apply | Clause 31 | ✓ | ✓ | ✓ | ✓ |
| Accessing your Account | | | | | |
| Funds at call | | ✓ | ✓ | ✓ | ✓ |
| Internet Banking | Clauses 41-46 | ✓ | ✓ | ✓ | ✓ |
| Phone Banking | Clauses 41-46 | ✓ | ✓ | ✓ | ✓ |
| Visa Debit Card | Clauses 35-40 | x | x | x | x |
| Maestro/Cirrus ATM Card | Clauses 35-40 | x | x | x | x |
| Deposit Only Card | | ✓ | ✓ | ✓ | ✓ |
| Cheque facility | Clause 34 | ✓ | ✓ | ✓ | ✓ |
| Branch | | ✓ | ✓ | ✓ | ✓ |
| Bank@Post | | ✓ | ✓ | ✓ | ✓ |
| Electronic Agency | | ✓ | ✓ | ✓ | ✓ |
| BPAY/BPAY View | Clauses 47-60 | ✓ | ✓ | ✓ | ✓ |
| Periodical payments, direct credits and direct debits | Clauses 19, 22 | ✓ | ✓ | ✓ | ✓ |
| Packaging and linking | | | | | |
| Include in St. George Advantage Package | | N/A | N/A | N/A | N/A |
| Overdraft option | Clause 23 | x | x | x | x |
| Interest offset facility | Clause 12 | x | x | x | x |
| Other features and benefits | | | | | |
| Interest paid [^] | Clause 11 | Annually | Annually | Quarterly | Annually |
| Bonus interest | Clause 13 | x | x | x | x |
| Tiered interest rates | Clause 11.4 | ✓ | ✓ | ✓ | ✓ |
| Balance tiers | Clause 11.5 | N/A | N/A | N/A | N/A |
| Statements | Clause 16 | 6 monthly | 6 monthly | 6 monthly | 6 monthly |
| Passbook | Clause 17 | x | x | x | x |
| Alerts Services | Section 4 | x | x | x | x |
| ATM Mini Transaction History | | x | x | x | x |
| Automatic pension crediting | Clause 20 | N/A | N/A | N/A | N/A |
| Telegraphic Transfer | | ✓ | ✓ | ✓ | ✓ |

[^] Where interest is paid quarterly, it is paid on the last day of March, June, September and December. Where interest is paid annually, it is paid on the last day of May each year.

Table 3 – Summary of account features and benefits: Concession Accounts

| Description. | Further details | Concession Account |
|---|-----------------|--------------------|
| Account opening | | |
| Minimum opening balance | | \$1 |
| Minimum opening balance with cheque facility | | N/A |
| Eligibility criteria apply | Clause 31 | ✓ |
| Accessing your Account | | |
| Funds at call | | ✓ |
| Internet Banking | Clauses 41-46 | ✓ |
| Phone Banking | Clauses 41-46 | ✓ |
| Visa Debit Card | Clauses 35-40 | ✗ |
| Maestro/Cirrus ATM Card | Clauses 35-40 | ✓ |
| Deposit Only Card | | ✓ |
| Cheque facility | Clause 34 | ✗ |
| Branch | | ✓ |
| Bank@Post | | ✓ |
| Electronic Agency | | ✓ |
| BPAY/BPAY View | Clauses 47-60 | ✓ |
| Periodical payments, direct credits and direct debits | Clauses 19, 22 | ✓ |
| Packaging and linking | | |
| Include in St.George Advantage Package | | ✗ |
| Overdraft option | Clause 23 | ✗ |
| Interest offset facility | Clause 12 | ✗ |
| Other features and benefits | | |
| Interest paid | Clause 11 | ✗ |
| Bonus interest | Clause 13 | ✗ |
| Tiered interest rates | Clause 11.4 | N/A |
| Balance tiers | Clause 11.5 | N/A |
| Statements | Clause 16 | 6 monthly |
| Passbook | Clause 17 | ✗ |
| Alerts Services | Section 4 | ✓ |
| ATM Mini Transaction History | | ✓ |
| Automatic pension crediting | Clause 20 | ✓ |
| Telegraphic Transfer | | ✓ |

Section 1 – General

1 About these terms and conditions

- 1.1 These terms and conditions apply to:
- (a) your Account; and
 - (b) any Payment Service provided by us to you that is used in conjunction with your Account, but will not apply to the extent that:
 - (c) these terms and conditions are inconsistent with or expressly overridden by the terms and conditions of the credit contract, if any, relating to an Account.
- 1.2 You should read the Terms and Conditions carefully and any other terms and conditions we give you that apply to your Account or Payment Service.
- 1.3 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the Banking Services you use.
- 1.4 We warrant that we comply with the EFT Code.

2 Changes to the Terms and Conditions

- 2.1 The Terms and Conditions can be changed by us at any time.
- 2.2 We will notify you of any change to the Terms and Conditions in the following ways.

| 2.3 Type of change or event | Notification we will give you |
|--|---|
| <p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge (other than a government fee or charge, see clause 2.7); or (b) increase any fee or charge (other than a government fee or charge, see clause 2.7); or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the minimum balance to which the account service fee applies; or (f) change the balance ranges within which interest rates apply to an Account; or (g) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges relating solely to the use of an Access Method or for the issue of an additional or replacement Access Method; or (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on the use of an Access Method, Account or Electronic Equipment. | <p>At least 30 days before the change takes effect.</p> |
| <p>B If we make any other change.</p> | <p>On or before the day the change takes effect.</p> |

- 2.4 We will notify you in one of the following ways (and you agree to receiving notice in any of these ways):
- (a) in writing. We may give notice in writing to you directly or by media advertisement depending on the change to the Terms and Conditions. We may also give you notice in writing electronically (where the EFT Code and the Code of Banking Practice permit and if you agree – see clause 2.8); or
 - (b) in any other way agreed to by you; or
 - (c) by notifying your agent in any way agreed to by the agent.
- 2.5 If we give you written notice directly, we will send it to the address we have last recorded. If you change your address and don't tell us, you will be considered to be notified if we send the notice to the old address. Where we send written notice by ordinary mail, we will regard that notice as given 3 business days after we post it.
- 2.6 If the Account is a joint account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purpose of receiving notices from us under this clause. This means that only one notice will be sent for the Account.
- 2.7 If the Government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.
- 2.8 Where the EFT Code and the Code of Banking Practice permit and if you agree, we may use electronic means to communicate in writing with you. For example, sending you electronic statements, written notices or other communications about our products and services.
- 2.9 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account.
- ### 3 Your privacy
- 3.1 When you apply for an Account or Payment Service from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the particular Account or Payment Service.
- 3.2 We handle your personal information in accordance with the privacy statement in the application form for the Account or Payment Service applied for or our privacy brochure, entitled "Protecting Your Privacy".

You can obtain a copy of the brochure by asking at any of our branches or by calling 13 33 30. Our privacy policy is also available by visiting our website at stgeorge.com.au

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

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

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

- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
- (b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to in writing. Please refer to the General Descriptive Information in Part B of these terms and conditions for information about how

you may tell us not to disclose information.

3.5 We, or any Related Entity to whom we disclose information pursuant to clause 3.4, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity's businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

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

3.7 If your Account is in more than one person's name or if there are additional Card holders, you agree that each person may use the Account and have access to information about the Account without your or any additional Card holder's consent.

3.8 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, Accounts with us and statements relating to those Accounts. We will charge you our reasonable costs of supplying this

- information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 3.9 You must promptly inform us of any change of name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details. Please refer to clause 21.4 for further information.
- 3.10 Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.
- 3.11 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of, or contractors to us or the Related Entity. Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 4 **Security and permitted disclosure of an Internet Banking Password, a PIN, Password or Internet and Phone Banking Security Number**
- 4.1 For your own security against loss, you should safeguard any payment instruments that relate to your Account such as cheques, passbooks or Cards, and any Internet Banking Password, PIN, Password and Internet and Phone Banking Security Number that can be used to make enquiries or operate on your Account. Further information about keeping your payment instruments and Access Methods secure is set out in clauses 29 (for Passwords), 37 (for Cards and PINs) and 44 (for Internet and Phone Banking Access Methods).
- 4.2 If you want a third party to collect information about your Accounts from us so that it can be aggregated with information about Accounts you have, you may be asked to give details of your PIN, Internet Banking Password, Internet and Phone Banking Security Number or Internet and Phone Banking Customer Access Number to that third party. Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your PIN, Internet Banking Password, Internet and Phone Banking Security Number or Internet and Phone Banking Customer Access Number to a third

party we have approved as a breach by you of clause 37 (Security of your Card and PIN) or clause 44 (Security of your Internet and Phone Banking Security Number and Internet Banking Password).

5 Problems and Disputes

5.1 If you believe an error has been made, please notify us by contacting any of our branches. We will correct any error that is found to be ours as soon as possible.

5.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:

- (a) contacting the branch where the problem arose; or
- (b) phoning the General Customer Enquiries phone number listed on the back of this booklet.

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

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

5.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our “Let Us Know What You Think” brochure for further information

about disputes. It is available at any of our branches.

5.5 If you have a credit contract relating to the Account, you may also have rights regarding disputes under the Consumer Credit Code which are not referred to below. Further information about these rights may be obtained by:

- (a) phoning the General Customer Enquiries phone number listed on the back of this booklet; or
- (b) referring to our brochure “Let Us Know What You Think”; or
- (c) contacting a Government Consumer Agency.

5.6 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney. The relevant details are set out on the back of this booklet.

5.7 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.

5.8 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a

- transaction occurring. The fact that your Account has been accessed with the correct Access Methods, while significant, will not be conclusive evidence that you have contributed to any loss.
- 5.9 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a merchant). Where we have been notified by another party to the shared EFT System, or from the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable, after reversing an incorrect credit.
- 5.10 If you request, we will provide you with further details about any correction shown on your Account statement.
- 5.11 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 5.12 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 5.13 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 5.14 The next available step is the Banking and Financial Services Ombudsman Ltd. This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. In addition, if your complaint relates to the way we handle your personal information, you have the right to complain to the Ombudsman. The address and phone number of the Ombudsman are listed on the back of this booklet.

- 5.15 If, in relation to an EFT Transaction, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is an unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 5.16 If you have a complaint that relates to the BPAY Scheme and you are not an individual or Small Business, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme. Please refer to clauses 47 to 60 of these terms and conditions for further information.
- 5.17 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Department of Consumer Affairs.
- 6 Agencies**
- 6.1 We may offer a range of banking services through agents appointed by us to provide such services. The full range of banking services provided by us may not be available through any such agent. Please contact our Customer Service Centre if you require further details.
- 6.2 We may pay commissions and make other payments to agents in relation to the banking services the agents perform.
- 7 Appropriate use of our services**
- 7.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 7.2 Where we consider it necessary for us to meet our regulatory and compliance obligations:
- (a) you must provide us with any information we reasonably request;
 - (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the St. George Group; and
 - (c) we may delay, block or refuse to provide any of our services.
- We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.
- 8 Trade practices**
- Nothing in the Terms and Conditions has the effect of restricting or modifying any rights which by law cannot be excluded, restricted or modified.

9 GST

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

Section 2 – Accounts

10 Opening an Account

- 10.1 When you open an Account with us you will need to provide information requested about you and information necessary to enable identification of signatories.
- 10.2 When you open an interest bearing account with us, you may quote us your Tax File Number (TFN) or an exemption if it applies. Collection of TFNs by us is authorised by the tax law. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your TFN or an exemption.
- 10.3 General descriptive information about TFNs is in Part B of this booklet.
- 10.4 We have the right to refuse to open an Account or undertake a Payment Service for any person, if we comply with all applicable laws.

11 Interest

- 11.1 For Accounts on which interest is payable, the current interest rate on credit balances in your Account is set out in the Interest Rate Brochure. You can obtain a copy of the latest Interest Rate Brochure on request from any of our branches, by telephoning the General Customer Enquiries phone number on the back of this booklet or by visiting our website at stgeorge.com.au

We do not pay interest on an Account that is linked to a loan account under an interest offset facility.

- 11.2 Interest is calculated daily on the balance of the Account at the end of each day, including the day of deposit, but excluding the day of withdrawal. Interest is credited to your Account at the end of the period indicated in Tables 1 to 3 of these terms and conditions. Any interest credited to your Account is available for your use on the next Banking Business Day after it has been credited to the Account.
- 11.3 We may change the interest rate on an Account at any time. We will notify you in the media of any changes to the interest rate.
- 11.4 Tables 1 to 3 of these terms and conditions indicate those Accounts that have tiered interest rates. If you open an Account that has tiered interest rates, the interest rate for the Account may change depending on the balance in the Account. The current interest rates that will apply for different Account balances are set out in the Interest Rate Brochure. We may change the interest rate that applies to a balance at any time. The new interest rate will apply automatically when your balance changes. The interest is calculated and paid in accordance with clause 11.2.

11.5 Where balance tiers apply to an Account, different interest rates may apply to different portions of your Account balance. Balance tiers and the rates that apply to them are set out in the Interest Rate Brochure.

11.6 Balance tiers and rates for the Retirement Access Plus Account are set by us with reference to deeming rates set by the Government, and will not necessarily change when rates on other products change.

12 Interest Offset Facility

12.1 An interest offset facility allows eligible Accounts nominated by you (“linked account”) to be linked to your loan account. On your request, we will tell you whether an interest offset facility is available on your loan.

12.2 The two types of interest offset facilities we offer are “Loan Offset” and “Mortgage Equaliser Offset”.

12.3 Each interest offset facility allows you to have more than one linked account for each loan account.

12.4 Each eligible Account may only be linked under an interest offset facility to one loan account.

12.5 You do not earn interest on any credit balance in the linked account (even if the credit balance is more than the balance owing on your loan account).

Loan Offset

12.6 If Loan Offset applies to your loan, to calculate the interest charges on your loan account, each day we divide the balance owing on your loan account into the following 2 parts:

- (a) a part equal to the sum of the credit balances in each linked account. We charge interest on this part of the loan at the annual percentage rate payable on the loan less the interest offset rate we set in relation to the sum of the credit balances on the linked accounts;
- (b) the remaining part of the balance owing on your loan account. We charge interest on this part at the annual percentage rate payable on the loan.

12.7 The interest offset rate payable on the loan account will be decided by us from time to time. Please refer to the Interest Rate Brochure.

12.8 If the interest offset rate would exceed the annual percentage rate payable on the loan, then the interest offset rate applied will be the loan interest rate.

Mortgage Equaliser Offset

12.9 If Mortgage Equaliser Offset applies to your loan, to calculate the interest charges on your loan account, each day we divide the

balance owing on your loan account into the following 2 parts:

- (a) a part equal to the sum of the credit balances in each linked account. We do not charge interest on this part of the loan;
- (b) the remaining part of the balance owing on your loan account. We charge interest on this part at the annual percentage rate payable on the loan.

Interest offset benefit

12.10 The interest offset benefit is available for each day on which you have a credit balance in any linked account.

12.11 The maximum interest offset benefit is:

- (a) for Mortgage Equaliser Offset, the amount obtained by applying the annual percentage rate payable on the loan to the daily balance of the loan; and
- (b) for Loan Offset, the amount obtained by applying the interest offset rate to the daily balance of the loan.

12.12 Therefore, if the total of the credit balances in all linked accounts is greater than the balance owing on the loan account on any day, no interest offset benefit will be obtained for that day for the excess. Further, for any period that the balance of the loan accounts is

reduced to nil, there is no interest offset benefit payable.

12.13 Notwithstanding clauses 12.1 to 12.12, the interest offset benefit does not apply to interest accruing at a default rate on any amount in arrears. For these loans, the maximum interest offset benefit is obtained in relation to the daily balance of the loan, excluding any arrears.

13 Bonus Interest

13.1 For Accounts on which Bonus Interest is payable, you qualify for a bonus interest rate above the interest rate that usually applies to your Account in a month if during the month:

- you make at least one deposit to the Account;
- you make no withdrawals from the Account; and
- you maintain the required minimum balance in the Account.

13.2 The bonus interest will be paid in accordance with clause 11.

14 Fees and charges

14.1 The Fees and Charges booklet shows current fees and charges (including government charges) that apply to Accounts and Payment Services.

14.2 We may debit any fees and charges payable under these terms and conditions to your Account.

- 14.3 We may introduce new fees and change the fees from time to time, but we will give you notice of this in accordance with clause 2.
- 15 Adjustment of debits and credits to your Account**
- 15.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 15.2 We may subsequently adjust debits and credits to your Account, and the balance on your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest on the Account).
- 16 Statements of Account**
- 16.1 We will send you a statement of account for your Account unless some other form of recording transactions is agreed.
- 16.2 If we send you statements of account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every 6 months. If you want more frequent statements, you may request this from us by contacting one of our branches or phoning the General Customer Enquiries phone number on the back of this booklet. A fee will apply if you ask to receive more than one statement in a calendar month.
- 16.3 Copies of statements of account are also available on request. You will be charged a fee for a copy of a statement provided on request.
- 16.4 We will send the statement of account to you in one of the following ways:
- (a) in writing, which may be provided electronically (where the EFT Code and the Code of Banking Practice permit and if you agree);
 - (b) in any other way agreed to by you; or
 - (c) by notifying your agent in any way agreed to by the agent.
- 16.5 If you are a joint Account holder living at the same address as another joint Account holder of the same Account, you agree that one Account holder will be appointed the agent of the other Account holders for the purpose of receiving the statement of account. This means that only one statement of account will be sent for the Account. If joint Account holders live at different addresses

notified to us, on request we will send statements to up to 2 different addresses.

16.6 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so by phoning the General Customer Enquiries phone number on the back of this booklet.

16.7 In some circumstances, card scheme rules allow us to charge a Visa Debit transaction back to the Merchant with whom you made the transaction. We will claim a chargeback right (if the right is available) for a Visa Debit transaction if:

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

Otherwise, any chargeback right we have under card scheme rules may be lost.

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

We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in

relation to BPAY Payments from your Account (please refer to clause 53.8). Otherwise, card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

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

- **inform us promptly that you wish to dispute a Visa Debit transaction; and**
- **provide us with any information or material we require to support a chargeback.**

See clauses 38.7 and 45.5 for further information on chargebacks.

16.8 Records of recent transactions on your Account may be available at our branches, from some of our ATMs, Internet and Phone Banking or by phoning the General Customer Enquiries phone number on the back of this booklet.

16.9 Clauses 16.1, 16.2 and 16.5 are subject to all laws and the terms of the credit contract, if any, relating to the Account, the Code of Banking Practice and the EFT Code.

16.10 If we have issued a Visa Debit Card on your Account, a statement or mini transaction history or balance record of the Account may not indicate the amount of available funds on your Account. Please refer to clauses 35.9 and 35.10 for further information.

17 Passbooks

17.1 Where you have a passbook, we may convert your passbook account to a statement account that we choose if you ask us to:

- issue a Card on your Account or you want a replacement Card issued on your Account;
- add a cheque facility to, or issue a new cheque book on, your Account; or
- link your Account to a loan account under an interest offset facility (see clause 12).

17.2 We may write and tell you to update your passbook if you have made a certain number of transactions and have not had them recorded in your passbook. After that, we may convert your passbook account to a statement account if you do not update and use your passbook regularly.

17.3 We will tell you if we convert your passbook account as soon as possible after the conversion.

From the conversion date, the terms and conditions (including fees and charges) applying to the other account to which your Account has been converted will apply to your Account.

17.4 You must phone us immediately on our 24 hour hotline on the back of this booklet if your passbook is stolen or you mislay or lose it.

You must also write immediately to the branch at which you bank to confirm that your passbook has been stolen, mislaid or lost. If it is a joint Account, all of you must sign the letter.

17.5 If an EFT Transaction is made on your passbook Account without your knowledge or consent, liability for that unauthorised transaction will be determined in accordance with clause 38 for a Card and PIN transaction and clause 45 for an Internet and Phone Banking transaction. Otherwise, we are not liable for any amount withdrawn from your Account until you tell us that your passbook has been stolen, mislaid or lost.

18 Deposits

18.1 The minimum opening deposit required for an Account is set out in Tables 1 to 3 of these terms and conditions.

18.2 A cheque deposited to an Account is not available for withdrawal until cleared. We may refuse to accept any cheque for deposit in our absolute discretion. If the cheque is deposited through one of our agents, the clearance time may be longer.

18.3 If you deposit a cheque or other item (a “foreign item”) drawn in Australian dollars on an overseas financial institution or drawn in a

foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our branches and when you wish to deposit a foreign item to your Account. The terms and conditions applying to our encashing, negotiating or collecting a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 20 Business Days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.**

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the

foreign item. Please refer to clauses 21.5 to 21.7 for more information about withdrawing an amount from uncleared funds.

- 18.4 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We will charge you a fee for a special clearance.
- 18.5 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payments, etc).
- 18.6 We accept large deposits of coins if they are counted and wrapped. We may accept other deposits of coins, but may ask you to call at a time convenient to our branch. Large deposits of coins cannot be left at the branch for counting in your absence.
- 18.7 In some cases, other financial institutions will accept deposits of cheques or cash for the credit of an account with us. We recommend that you not make deposits to your Account at other financial institutions. We rely on the other financial institutions to inform us that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques

are significantly longer. The other financial institution does not tell us whether you deposit cheques or cash. So, cash deposits at other financial institutions take as long to clear as cheque deposits.

18.8 You may make deposits through certain St.George ATMs. Deposits lodged in an ATM are not available for withdrawal until we verify the deposit and credit it to your Account. A deposit at an ATM is at your risk until the deposit is received by the ATM. Coins are not accepted for deposit.

18.9 Deposit envelopes from St.George ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the Terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to your Account.

18.10 You can make deposits by posting a cheque to our address on your Account statement.

19 Direct Credits/Salary Payments

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

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

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

20 Automatic pension crediting

Tables 1 to 3 of these terms and conditions set out those Accounts that allow automatic pension crediting. Automatic pension crediting means that we will automatically credit any pension you receive from the Government into the Account at no charge to you.

21 Withdrawals

21.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us. By authorising any person to make a withdrawal from your Account, you consent to us giving that person information about your Account, including the balance of the Account.

21.2 Sometimes, a branch may not have enough cash to pay a large cash withdrawal. Please give the branch at least 2 Business Days notice if you wish to make a large cash withdrawal from the branch. In the event of a large cash withdrawal

exceeding \$100,000, we shall have the discretion to pay you by bank notes in large denominations or by Bank Cheque.

21.3 See clause 40 for further discussion on withdrawal limits at Terminals.

21.4 We may not allow any withdrawals from your Account if we cannot locate you after having made reasonable efforts to do so. Please refer to clause 3.9 for further information.

21.5 If you withdraw an amount in excess of the Available Balance of your Account your Account may be overdrawn including where:

- you make or authorise a transaction using a Visa Debit Card that exceeds the Available Balance;
- your Account is a Concession Account or a Retirement Access Plus Account;
- you make a withdrawal against uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured).

You should be careful to make withdrawals only against the cleared funds in your Account.

21.6 We have no obligation to allow you to overdraw your Account.

21.7 If we do allow you to overdraw your Account, we will charge you a fee and you agree to pay us interest

on the amount overdrawn at the rate specified by us from time to time (please refer to clause 23.2). You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

21.8 If you purchase shares or other securities online using the **directshares** facility (“**directshares** facility”) supplied by ETRADE Australia Securities Limited (“ETRADE Australia”) ABN 93 078 174 973, under the **directshares** facility terms you authorise us to place a hold on an amount (“the share purchase amount”) in your Account equal to the amount you must pay ETRADE Australia to settle the purchase. We reduce the amount of funds available in your Account by the share purchase amount from the time we are notified by ETRADE Australia of the share purchase amount. The share purchase amount is then debited from your Account when ETRADE Australia draws the share purchase amount under the direct debit authority you gave ETRADE Australia.

22 Periodical Payment and Direct Debit terms and conditions

22.1 You may have periodical payments or direct debits made from those Accounts that permit periodical

payments and direct debits as set out in Tables 1 to 3 of these terms and conditions.

To arrange periodical payments you must ask us. The form must be signed in accordance with the authority we hold for operation of your Account.

- 22.2 If your periodical payment application is approved by us, the authority may not take effect for up to 6 Business Days after the request is received.
- 22.3 The periodical payment authority will remain in force until:
- (a) we receive:
 - (i) written notice from you to cancel or vary the authority; or
 - (ii) notice of the death, bankruptcy or insolvency of any of you; or
 - (b) the authority is cancelled by us.
- 22.4 You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Account. If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Account.
- 22.5 We may decide not to make a periodical payment or direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money. If we decide not to make the payment for this reason, we may still charge you a fee.
- 22.6 We may allow you to overdraw your account to make a periodical payment or direct debit. Please see clauses 21.5 to 21.7 for more information about overdrawing.
- 22.7 We do not have to inform you if a periodical payment or direct debit is not made.
- 22.8 If you request more than one periodical payment or direct debit, we will determine the order in which they are paid.
- 22.9 We may charge you a fee for periodical payments or direct debits and also debit your Account for any fees or charges passed on to us by another financial institution as a result of a periodical payment or direct debit.
- 22.10 When we make a periodical payment we are not acting as your agent or the agent of the payee.
- 22.11 If a periodical payment is for a loan with us and there are not sufficient funds to make the payment, we may at any time debit your Account from which the payment is made for any amount you owe us. If the debit causes your Account to be overdrawn, the amount overdrawn is immediately repayable by you without further demand from us. Please see clauses 21.5 to 21.7 for more information about overdrawing.

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

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

22.14 If your Account is closed for any reason, or if we cancel any Visa Debit Card we issue on your Account, you:

- (a) agree to immediately return all cards on your Account;
- (b) remain liable for any transaction amounts not yet processed on your Account; and
- (c) authorise us to debit any outstanding transaction amounts on your Account to any other Account in your name.

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

Day, we make the direct debit on the next Banking Business Day.

23 Overdrafts

23.1 If you want a formal overdraft facility on your Account, you must apply for it. We will determine your application based on our normal lending criteria. A fee applies for each approved overdraft facility.

23.2 Interest is payable on any overdraft which arises when you obtain credit from us without our prior agreement. The interest rate will be the current applicable rate charged by us. The current rate can be obtained on request from any of our branches or by telephoning the General Customer Enquiries phone number on the back of this booklet. We calculate interest charges on the daily overdrawn balance at the overdraft rate applying that day. Interest charges for overdrawn balances accrue daily and are debited to your Account in arrears at the end of each month in which they accrue. We will also charge a fee for overdrawing.

24 Account Combination

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

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

24.2 We will give you notice promptly after we combine your accounts.

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

25 Joint Accounts

25.1 The credit balance of a joint Account is held jointly by all Account holders.

This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

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

25.3 The joint Account holders must sign an authority, in the form we require, to tell us the method by which they permit operations on the joint Account. Any joint Account holder

may ask us in writing to permit operations on the joint Account only if all joint Account holders sign.

Also, if we are made aware of any dispute on a joint Account, we may decide to only permit operations on the Account if all joint Account holders sign.

25.4 The liability of Account holders under an Account held in joint names is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance on the Account.

We can sue all or any of the Account holders for an amount owing on the Account.

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

26 Authority to Operate

26.1 You may nominate a person to operate on your Account by completing an “Authority to Operate” form, available at any of our branches.

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

- (a) signing and cancelling cheques;
- (b) making withdrawals;

- (c) authorising periodical payments and direct debits; and
 - (d) using electronic and other access to your Account.
- 26.3 If a Card is issued on an Account or an Access Method may be used on an Account, the method of operation for the Account will be any Account holder or signatory to sign. Please also refer to clause 43.9 in relation to Internet and Phone Banking access to an EFT Account which requires two or more to sign.
- 26.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on the Account.
- 26.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operations on the Account until all parties concerned have signed the necessary authority.
- 26.6 We will not allow a person to operate on an Account until his or her identity has been verified in accordance with any identification procedures we require.
- 26.7 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the EFT Code.
- 26.8 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself.
- See clause 35.3 for further information.
- 26.9 You consent to us giving any person authorised to operate on your Account information about your Account.
- 27 Closing an Account**
- 27.1 We may close an Account of yours that is in credit at our discretion at any time by:
- (a) giving you reasonable notice; and
 - (b) repaying you the amount of any credit balance.

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

27.3 We will close an Account of yours that is in credit on request by you.

27.4 If you close all your Accounts, any unused cheques, passbooks or Cards authorised for use on any of your Accounts must be returned to us unless in the case of a Card it is authorised for use on another person's account.

28 Passwords

28.1 You may choose a Password for your Account. You may need to use this Password to verify your identity at our branches or when making phone enquiries. At our discretion, we may allow you to use your Password or another identifier other than your manual signature to direct us to transfer funds or make payments from your Account or any other account you have with us, including an account with a credit facility. We are not required to do so.

We can refuse to allow you to access your Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without needing to make a written record of it or anything which reminds you of it.

29 Security of your Password

29.1 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password.

If you fail to ensure the security of your Password your liability is determined under clause 30.

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

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

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

- 29.3 If your Account is only used for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to order cheques, to make phone enquiries or request us to exercise our discretion to process a transfer of funds or payment from your Account). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).

If your Password is revealed

- 29.4 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person.

You may notify us by telephoning our 24-hour hotline on the back of this booklet. You will need to

give us all relevant information you may have. You must confirm in writing any notice you give us by telephone. You must change your Password immediately.

- 29.5 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 29.6 If you are unable to report to us because our facilities are unavailable, please tell us within a reasonable time after our facilities become available again.

30 Liability for unauthorised Password transactions

- 30.1 You are not liable for unauthorised transactions, requested of our staff by use of a Password or another identifier other than your manual signature, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised transactions will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT Accounts on which the unauthorised transactions were made and on which we allow you to transact by use of a Password or another identifier other than your manual signature; or

(c) the actual loss incurred,
whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Password or another identifier other than your manual signature. Please refer to clauses 30.3 to 30.6 for details of those circumstances.

30.2 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 29.4; or
- (b) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

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

- (a) voluntarily disclosed your Password to anyone, including a family member or friend; or
- (b) kept a record of your Password (without making any reasonable attempt to disguise the Password); or
- (c) selected a Password which represents an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Password; or

(d) you act with extreme carelessness in failing to protect the security of your Password.

30.4 Your liability under clause 30.3 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit.

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

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

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts.

31 Additional Terms and Conditions that apply to:

- **Complete Freedom Student Account**
- **Retirement Access Plus Account**
- **Society Cheque Account**
- **Concession Account**

Complete Freedom Student Account

- 31.1 A Complete Freedom Student Account is available only to customers who are under the age of 18 or who are full-time tertiary students, including apprentices.
- 31.2 If there is more than one owner of a Complete Freedom Student Account, then each of the owners must either be less than 18 years of age or a full-time tertiary student or apprentice.
- 31.3 We may require you to prove that you are eligible to open a Complete Freedom Student Account, before or after the Account is opened.
- 31.4 If we:
- (a) become aware that you no longer satisfy our eligibility requirements for a Complete Freedom Student Account, or
 - (b) open a Complete Freedom Student Account for you and, within a reasonable time of doing so, you do not prove you satisfy our eligibility requirements for the account,

we may convert your Complete Freedom Student Account into another account that we choose. We will tell you if we convert your Account as soon as possible after the conversion.

31.5 From the conversion date, the terms and conditions (including fees and charges) applying to the other account to which your Account has been converted will apply to your Account.

31.6 At our discretion we may extend the student expiry date for a further 12 months if full-time tertiary studies have been completed and the account holder has graduated.

Retirement Access Plus Account

31.7 To hold a Retirement Access Plus Account you must be 55 years of age or over and retired or in receipt of one of the following pension payments:

- Age Pension
- Carer's Pension
- Disability Pension
- Widow Pension
- Veteran Affairs pension.

31.8 For Retirement Access Plus Accounts opened after 21 November 2007, pension payments that you receive must be directly credited into the Account.

31.9 If you cease to receive an eligible pension or you are not 55 years of age or over and retired, you will no longer be eligible for a Retirement Access Plus Account.

31.10 If we:

- (a) become aware that you no longer satisfy our eligibility requirements for a Retirement Access Plus Account; or
- (b) open a Retirement Access Plus Account for you and, within a reasonable time of doing so, you do not prove you satisfy our eligibility requirements for the Account,

we may convert your Retirement Access Plus Account into another account that we choose. We tell you if we convert your Account as soon as possible after the conversion.

31.11 From the conversion date, the terms and conditions (including fees and charges) applying to the other account to which your Account has been converted will apply to your Account.

Society Cheque Account

31.12 All societies must operate on a not-for-profit basis. This means:

- the organisation's constitution documents must prohibit the distribution of money, property etc to its members;
- any profits made by the organisation must only be used for the purposes of the organisation; and
- benefits derived from the organisation's operation are for the community at large, not for individual members only.

Concession Account

31.13 A Concession Account is available only to customers who satisfy our eligibility requirements for the account. Generally, we make the Concession Account available to a customer:

- (a) only if the customer holds a Commonwealth Government Health Concession Card or Senior's Card; and
- (b) only for so long as the customer is entitled to hold that card.

31.14 Please ring us on the General Customer Enquiries phone number on the back of this booklet if you require further information on whether you are eligible to open a Concession Account.

31.15 If you satisfy our eligibility requirements, you may open one Concession Account. We may require you to prove that you are eligible to open a Concession Account, before or after the account is opened. From time to time, we may enquire of Government agencies as to whether you still satisfy our eligibility requirements for a Concession Account.

31.16 If we:

- (a) become aware that you no longer satisfy our eligibility requirements for a Concession Account; or

(b) open a Concession Account for you and, within a reasonable time of doing so, you do not prove you satisfy our eligibility requirements for the Account,

we may convert your Concession Account into another account that we choose. We tell you if we convert your Account as soon as possible after the conversion.

31.17 From the conversion date, the terms and conditions (including fees and charges) applying to the other account to which your Account has been converted will apply to your Account.

Section 3 – Payment Services

32 Stopping a transaction on any Payment Service

- 32.1 See clause 34.3 for how to stop a cheque.
- 32.2 To stop or alter a transaction on any Payment Service other than a cheque, you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to clauses 22.4 and 22.13 for more information on stopping direct debits from your Account. In some instances, we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to make the transaction. For example, refer to clause 43.12 in this context as it applies to third party payments by Internet and Phone Banking, clause 43.13 in this context as it applies to transfers of funds between your EFT Accounts and clause 51.1 in this context as it applies to BPAY Payments.
- 32.3 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the EFT Code.

- 32.4 We will charge you a fee for acting to stop or alter a transaction on a Payment Service.
- 32.5 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under a statute, the Code of Banking Practice or the EFT Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the statute, the Code of Banking Practice and the EFT Code permits this limitation.

33 Electronic banking system malfunction

- 33.1 We are responsible for loss caused by the failure of our Electronic Equipment or the EFT System to complete a transaction accepted by our Electronic Equipment or the EFT System in accordance with your instructions.
- 33.2 Where you should have been aware that the Electronic Equipment or the EFT System was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in the Account, and the refund of any charges or fees imposed on you as a result.
- 33.3 We will correct the loss by making any necessary adjustment to the appropriate Account (including

adjustment of interest or fees as a result of the malfunction).

33.4 Please tell us about any service fault or difficulty with Electronic Equipment, the EFT System or a Terminal by calling our 24-hour hotline on the back of this booklet.

34 Terms and conditions of a cheque book facility

34.1 On request, we will issue a cheque book for those cheque book facilities listed in Tables 1 to 3 of these terms and conditions where cheques are available. Cheque book facilities are not available to persons under 18 years of age.

34.2 You must notify us as soon as possible if your cheque book is lost, stolen or misused. You may do this by contacting any of our branches. If you do not contact us as soon as you can, it is possible that you may be liable for cheques drawn on your Account.

34.3 You may stop payment on a cheque you have written by telling us before the cheque is paid by us. Speed is important. You may tell us at first by telephone. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable. You must then notify us in writing to stop the cheque. We will give you a form for this.

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

34.5 We will charge you a fee for stopping a cheque.

34.6 If your cheque has not already been presented and paid, we stop payment on it. If it has already been presented and paid, we cannot stop payment on it.

34.7 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.

34.8 You must notify us, within 3 months of receiving a statement of your Account, if there is any cheque noted on your statement which we have paid but you did not authorise.

34.9 If your Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.

34.10 All cheques are paid and debited to your Account in the order we receive them. You must not postdate your cheques.

34.11 If a cheque is presented for payment and there are not enough cleared available funds in your Account, we may not pay (dishonour) the cheque or we may pay the cheque at our absolute discretion. We will charge you a fee in these circumstances.

35 Terms and conditions of our Cards

35.1 You may apply to have a Card issued for your Account or linked to one of your Accounts. Issue of a Card or linking of any Card is at our discretion and Cards cannot be used on some Accounts.

35.2 You can use your Card at a Terminal to withdraw cash from an Account linked to your Card or at point-of-sale terminals to purchase goods or services from a Merchant. If you link an Account with a credit facility to your Card, you can use your Card to get access to that credit facility.

35.3 You may apply to have a person authorised to operate on your Account with a Card. Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by the additional Card holder. See clause 26.8 for further information.

35.4 You should ensure that any additional Card holder has read these terms and conditions and

understands that they have the same obligations as you as set out in clauses 35 to 40.

35.5 We own any Card we issue. You must tell us in writing if you want to cancel any Card you asked us to issue to an additional Card holder or stop that Card from being used. You must return that Card to us or, if you cannot readily do so, you must take all reasonable steps to have it returned to us. If you cannot return that Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the Card returned to us. You remain responsible for all transactions made with that Card until we receive the Card or, if you cannot obtain the Card, until the later of:

- the date you ask us to cancel the Card; and
- when you have taken all reasonable steps to have the Card returned to us.

35.6 For security reasons, we may require identification to verify the identity of a Card holder if a Card is used to request a withdrawal from an Account.

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

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

35.9 If you obtain a Visa Debit Card on your Account and you use the “credit” button when you use the Card to make purchases or you use the Card number to purchase or pay for goods or services, the transaction may need authorisation from us. We may choose not to authorise a proposed transaction.

If we give an authorisation, we reduce the available funds on your Account by up to the amount of the authorisation.

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

This means, even though the balance on your Account is a certain amount, you may find you have no, or a reduced amount of, available funds on your Account.

When the goods and services have been supplied, the Merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available funds on your Account by the sum of two authorisation amounts.

You should ensure that the Merchant cancels the original authorisation.

35.10 Visa Debit Card purchase transactions that use the “credit” button may take some weeks to be processed and debited to your Account. If we gave an authorisation for the purchase or payment, the balance on your Account may be greater than the available funds in the Account. Please consider this whenever you obtain a statement or a mini transaction history or a balance of your Account.

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

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

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

- (a) we close the Account on which we issued the Card; or

- (b) we cancel the Cards; or
- (c) we request you to do so.

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

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

36 Visa Debit Cards and Maestro/Cirrus facility

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

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

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

Australian dollars. Fees apply to each foreign currency transaction made with a Visa Debit Card on your Account.

36.2 A Visa Debit Card is not available to persons under 18 years of age or to customers that are not Australian residents.

36.3 When a Maestro/Cirrus ATM Card is used to make foreign currency transactions on your Account by use of the Maestro EFTPOS or the Cirrus ATM network, the transaction is converted into Australian dollars by MasterCard International at the conversion rate or rates MasterCard International applies at the date it processes the transaction. MasterCard International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars. Fees apply to each foreign currency transaction made with a Maestro/Cirrus ATM Card on your Account.

37 Security of your Card and PIN

37.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your Card and PIN your liability is determined under clause 38.

37.2 Your obligations – You must:

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

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

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

- (a) not to record your disguised PIN on your Card
- (b) not to disguise your PIN by reversing the number sequence

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

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

If you lose your Card or your PIN is revealed

37.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card.

37.7 You may notify us by telephoning our 24-hour hotline on the back of this booklet.

- 37.8 If you do not notify us you may be liable for unauthorised use – see clause 38.
- 37.9 You will need to give us all relevant information you may have, so that we can suspend Card access to your Account. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.
- 37.10 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 37.11 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

38 Liability for unauthorised Card and PIN transactions

- 38.1 You are not liable for unauthorised transactions by use of a Card and PIN if it is clear you did not

contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised transactions will normally be limited to:

- (a) \$150;
 - (b) the balance of the EFT Accounts on which the unauthorised transactions were made and to which you have access by use of your Card and PIN; or
 - (c) the actual loss incurred,
- whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please refer to clauses 38.3, 38.5 and 38.8 for details of those circumstances.

- 38.2 You are not liable for losses caused by:
- (a) unauthorised transactions which occur after you have given us notice as required by clause 37.6;
 - (b) unauthorised transactions before you receive your Card and PIN; or
 - (c) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

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

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend; or
 - (b) indicated your PIN on your Card; or
 - (c) kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
 - (d) selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN; or
 - (e) you act with extreme carelessness in failing to protect the security of your PIN.
- 38.4 Your liability under clause 38.3 will not exceed the smallest of:
- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card or the time we are notified of the existence of unauthorised transactions; or
 - (b) the funds available in your EFT Accounts including any agreed line of credit; or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 38.5 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that:
- (a) your Card has been lost, stolen or misused; or
 - (b) your PIN has become known to someone else.
- 38.6 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:
- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
 - (b) the funds available in your EFT Accounts; or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 38.7 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 16.7 in this context.
- 38.8 Liability for unauthorised transactions by use of a Card and

PIN without a signature are subject to the EFT Code and are covered by clauses 38.1 to 38.7. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are not subject to the EFT Code and are covered by this clause.

Clauses 37.1 to 37.5 set out your obligations for maintaining the security of your Card. Clauses 37.6 to 37.11 set out your obligations if you lose your Card or if your Card is stolen. Please read clause 37 carefully.

If you do not meet the obligations in clauses 37.1 to 37.5, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions, conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card is lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice in accordance with clause 37.6;
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same account.

39 Using a Terminal

- 39.1 When you use a Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal. There may be short periods when transactions will not be available when we are maintaining our systems. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.
- 39.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN three times during the one day at any combination of Terminals.
- 39.3 Money is at your risk when it becomes visible or available to you at an ATM.
- 39.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

40 Withdrawal limits

- 40.1 The maximum amount of cash you can obtain with your Card and PIN through ATMs, electronic agencies and EFTPOS on any one day is:
 - \$2,000 on a Visa Debit Card;
 - \$3,000 on a GOLD Visa Debit Card; and
 - \$2,000 on a Maestro/Cirrus ATM Card.

We will tell you in writing if we change these limits in accordance with clause 2. You may ask us to reduce these limits.

Any cash you obtain through EFTPOS or electronic agencies makes up a part of your daily cash limit.

- 40.2 The cash withdrawal limit in clause 40.1 applies to cash withdrawal and purchase transactions through EFTPOS or electronic agencies at any Merchant that conducts a gaming or betting business.

Otherwise, the maximum amount of value you can obtain with your Card and PIN for purchases of goods or services through EFTPOS on any one day is \$8,000 or such other amount as we determine from time to time. We tell you in writing if we change these limits in accordance with clause 2.

- 40.3 The daily cash limits for ATMs, electronic agencies and EFTPOS do not apply to PINpad transactions at our branches, or by Bank@Post.
- 40.4 If you are using one of our ATMs the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).
- 40.5 When another ATM is used, the maximum and minimum withdrawals are determined according to the relevant financial institution and additional fees for

each transaction may be incurred by you.

- 40.6 We do not accept any responsibility for an operator of another ATM imposing restrictions or conditions on the use of an ATM.
- 40.7 For the purpose of this clause 40, each day ends at 12 midnight in New South Wales.

41 Terms and conditions of Internet and Phone Banking

- 41.1 The Internet and Phone Banking terms and conditions set out in clauses 41 to 46 apply each time you use Internet and Phone Banking.
- 41.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm, 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.
- 41.3 You may be automatically registered for Internet and Phone Banking. If so, we will give you notice.
- 41.4 When we register you for Internet and Phone Banking:

- (a) we give you an Internet and Phone Banking Customer Access Number. The number may be the same as the number on your Card or your St.George or BankSA credit card;
- (b) you may select your own Internet and Phone Banking Security Number and Internet Banking Password. If you do not select an Internet and Phone Banking Security Number within the time we allow we will issue one to you;
- (c) you will also be registered automatically for Secure Code Service.

41.5 When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as “at risk” transactions.

“At risk” transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each “at risk” transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.

If you are currently registered for Internet Banking, you will not be able to perform certain “at risk” transactions using Phone Banking.

In order to receive the Secure Code, you must:

- provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
- choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.

If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, when you initiate an Internet Banking transaction that is an “at risk” transaction, you will not be able to complete that transaction.

You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.

It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.

If for some reason you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm, 7 days a week.

41.6 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you use an Internet and Phone Banking Security Number and an Internet Banking Password that is different from any of your ATM/EFTPOS PINs. Refer to clause 44 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.

41.7 Your Internet and Phone Banking Customer Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. Your Internet and Phone Banking Customer Access Number, your Internet and Phone Banking Security Number and your Internet Banking Password are the Access Methods for Internet Banking.

You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your EFT Accounts with us, including funds transfers, checking the balance of your EFT Accounts, transferring funds to registered third party accounts, ordering statements, making BPAY payments and, if you

are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking Access Methods to access any credit facility you have with us.

You can also use your Internet Banking Access Methods to order bank cheques, open term deposits online, order telegraphic transfers (subject to our approval) and, if you are registered for BPAY View, use BPAY View to view bills. Please refer to clause 52 for further information on BPAY View.

41.8 We may cancel your access to Internet and Phone Banking at any time without prior notice.

We inform you in writing after we cancel your registration. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

41.9 You can cancel your registration for Internet and Phone Banking by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm, 7 days a week. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

41.10 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.

41.11 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording your Access Methods to Internet and Phone Banking.

41.12 It is your responsibility to ensure your contact information is correct. You can maintain your contact details including your contact phone numbers, residential and mailing address as well as your email address via Internet Banking.

41.13 We may change your Internet or Phone Banking access to an "inactive status" if you do not access Internet or Phone Banking within 120 consecutive days. You can re-activate your access by calling us on 1300 555 203 between 8am and 9pm, 7 days a week.

42 Availability

We will make reasonable efforts to:

(a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and

(b) ensure that information we make available to you through Internet and Phone Banking is correct.

43 Transaction processing and limits

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

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

43.3 We apply an overall \$1 million limit on the sum of all Internet Banking and Phone Banking transactions you undertake on any one day.

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

(a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of

- the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself;
- (b) the sum of \$25,000 to any one St.George credit card account;
 - (c) the sum of \$15,000 for BPAY payments to certain BPAY billers;
 - (d) the sum of \$100,000 for BPAY payments to any other BPAY billers;
 - (e) the sum of \$30,000 for redraws on a loan account. There is a minimum redraw of \$500 on personal loan accounts. There is no minimum redraw amount on home loan accounts. We tell you whether you can register to redraw on your loan by Internet and Phone Banking;
 - (f) the sum of \$100,000 for third party payments authorised under a form you sign and we approve; and
 - (g) the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online.

Also, within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online.

- 43.5 Also, we apply the following daily limits on the following Internet Banking transactions:

- (a) the sum of \$25,000 for all bank cheques you request in a day by Internet Banking. Also, within this limit, we apply a daily sub-limit of \$5,000 for any one bank cheque requested; and
- (b) there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

43.6 At any time, you cannot make more than a \$1 million funds transfer by Internet Banking or Phone Banking to a loan account.

43.7 We tell you in writing if we change these limits in accordance with clause 2.

43.8 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should keep this record of the transaction receipt and it should be quoted if you have any queries in relation to the transaction.

43.9 If you are seeking Internet and Phone Banking to use in relation to an EFT Account which requires two or more to sign, you may only use Internet and Phone Banking to debit the account via funds transfer or BPAY if all authorised parties to the Account have informed us in writing and we have approved your use of Internet and Phone Banking.

43.10 You acknowledge and agree that we may record by whatever means and in accordance with the EFT Code the transactions which you effect via Internet and Phone Banking. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Methods.

43.11 We will not accept an order to stop or alter a third party payment once you have instructed us by Internet or Phone Banking to make that third party payment.

43.12 You may use Internet and Phone Banking to make third party payments from your Account. You may use Internet Banking to direct us to make a third party payment that is a Scheduled Payment. You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from your Account. You must take care to identify the correct BSB and account number for a third party payment as we cannot check the payment particulars you give us. Otherwise, the payment may not be made to the correct account. If you use Internet Banking to schedule making a third party payment from your Account at a later time, we

can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the third party payment to be made. Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from your Account at a later time. Also, we will not accept an order to stop or alter any other third party payment once you have instructed us by Internet and Phone Banking to make that payment.

We only use the BSB and Account Number to process transactions. Please make sure the BSB and Account Number you provide us with are correct. We will not check the Account Name you provide. In some cases, the financial institution receiving the funds may check the Account Name, and may reject the payment if the Account Name is incorrect. However, the receiving institution is not obliged to check the Account Name.

43.13 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT Accounts. If you use Internet Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order

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

44 **Security of your Internet and Phone Banking Security Number and Internet Banking Password**

44.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking Security Number and/or your

Internet Banking Password your liability is determined under clause 45.

Your obligations – You must:

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

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

44.2 If you require a memory aid to recall your Internet and Phone Banking Security Number or your Internet Banking Password you may make such a record provided the record is reasonably disguised.

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

- (a) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number
- (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking
- (c) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password by reversing the number sequence
- (d) not to describe your disguised record as an “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar

- (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc
- (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
 - (i) dates of birth
 - (ii) personal telephone numbers
 - (iii) car registration numbers
 - (iv) family members’ names
 - (v) social security numbers
 - (vi) licence numbers
- (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

44.3 There may be other forms of disguise which may also be unsuitable because of the ease of another person working out your Internet and Phone Banking Security Number or Internet Banking Password. You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed

44.4 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it.

You may notify us by telephoning us on 1800 028 208 at any time.

44.5 If you do not notify us you may be liable for unauthorised use - see clause 45.

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

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

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

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

45 Liability for unauthorised Internet and Phone Banking transactions

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

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

- (a) \$150;
 - (b) the balance of the EFT Accounts on which the unauthorised transactions were made and to which you have access by Internet and Phone Banking; or
 - (c) the actual loss incurred,
- whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please refer to clauses 45.3 and 45.4 for details of those circumstances.

45.2 You are not liable for losses caused by:

- (a) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by clause 45.4;

- (b) unauthorised transactions before you receive your Internet and Phone Banking Security Number; or
- (c) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

45.3 If you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
- (b) indicated your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number; or
- (c) kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to disguise the Internet and Phone Banking Security Number or Internet Banking Password) with any article carried with any item that identifies your Internet and Phone Banking Customer Access Number or that is liable to loss or theft simultaneously with that item; or

- (d) selected an Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking Security Number or Internet Banking Password; or
- (e) you act with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password, your liability will not exceed the smallest of:
 - (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or we are notified of the existence of unauthorised transactions; or
 - (ii) the funds available in your EFT Accounts including any agreed line of credit; or
 - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

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

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

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

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

45.6 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 555 203 between 8am and 9pm, 7 days a week.

46 Business Customers

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

46.2 We apply a daily limit of the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself. Please refer to clauses 43.4 and 43.5 for further information on Internet and Phone Banking transaction limits.

47 BPAY terms and conditions

47.1 The BPAY terms and conditions set out in clauses 47 to 60 apply if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme. We will tell you if we are no longer a member of the BPAY Scheme.

- 47.2 You may also receive or access bills or statements electronically (“BPAY View”) from participating Billers nominated by you at our Internet Banking website.
- 47.3 You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY Scheme, to your Account through the BPAY Scheme.
- 47.4 When you ask us to make a BPAY Payment, you must give us the information specified in clause 51 below. We will then debit the Account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in that Account at the time and when you tell us to make that payment.
- 47.5 When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.
- 48 How to use BPAY**
- 48.1 You can ask us to make BPAY Payments from an Account you hold with us if these terms and conditions permit you to make withdrawals from that Account.
- 48.2 We may impose restrictions on the accounts from which a BPAY Payment may be made. In addition to the limits specified in clause 43, a BPAY Biller may set limits on the amount of a BPAY Payment to that Biller. Some Billers will not accept BPAY Payments from certain accounts (for example, credit card accounts).
- 48.3 If there is any inconsistency between these terms and conditions and the BPAY Scheme terms and conditions set out in clauses 47 to 60, then the BPAY Scheme terms and conditions will apply to the extent of that inconsistency.
- 48.4 When you use a credit card to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.
- 48.5 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 49 Valid payment direction**
- We will treat any instruction to make a BPAY Payment as authorised by you if, when it is given to us:
- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Customer Access Number are entered, if

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

50 Information you must give us

- 50.1 To instruct us to make a BPAY Payment, you must give us the following information:
- (a) the Account you want us to debit the payment from;
 - (b) the amount you wish to pay;
 - (c) the biller code of the Biller you wish to pay (this can be found on your bill); and
 - (d) your customer reference number (this can be found on accounts or invoices you receive from Billers).
- 50.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer keyboard (where you are using the Internet).
- 50.3 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

51 Payments

- 51.1 You may use Internet Banking to direct us to make a BPAY Payment that is a Scheduled Payment from your Account. If you use Internet Banking to schedule making a BPAY Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your Account at a later time. You must ensure that the funds to make the BPAY Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY Payment once you have instructed us to make the payment.
- 51.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account (except for a mistake as to the amount you mean to pay – for those errors see clause 51.6 below). Clauses 53.3 to 53.5 describe when

and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

51.3 Subject to clause 56, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see clause 56) on a Banking Business Day; or
- (b) on the next Banking Business Day, if you tell us to make a BPAY Payment either after our Payment Cut-Off Time (see clause 56) on a Banking Business Day or on a non-Banking Business Day.

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

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

(d) a Biller fails to comply with its obligations under the BPAY Scheme.

51.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 51.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

51.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:

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

52 BPAY View

52.1 You may register to use BPAY View. You can register for BPAY View through Internet Banking if you are registered for Internet and Phone Banking.

52.2 If you register to use BPAY View, whilst you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in clause 52.3 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you are registered, you may receive a paper bill or statement from the Biller only in the circumstances set out in clause 52.3. For the purposes of this clause, we are the agent for each Biller nominated by you under (a) above;

- (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller; and
- (e) agree that the BPAY View terms in these terms and conditions apply to you.

52.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from BPAY View or you no longer have an EFT Account with us;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

52.4 You agree that when using BPAY

View:

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

52.5 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); and
- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

53 Liability for BPAY mistaken payments, unauthorised transactions and fraud

53.1 BPAY participants undertake to promptly process BPAY Payments.

You must tell us promptly:

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

- 53.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 53.3 to 53.5. If the EFT Code applies to your Account and a BPAY Payment is made on your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clause 45. Otherwise, except as set out in clauses 53.3 to 53.5 and clause 59, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.
- 53.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.
- 53.4 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
 - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 53.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 53.6 If a BPAY Payment you have made falls within the type described in clause 53.4 and also clause 53.3 or 53.5, then we will apply the principles stated in clause 53.4.
- 53.7 If a BPAY Payment you have made falls within both the types described in clauses 53.3 and 53.5, then we will apply the principles stated in clause 53.5.

53.8 Except where a BPAY Payment is a mistaken payment referred to in clause 53.3, an unauthorised payment referred to in clause 53.4, or a fraudulent payment referred to in clause 53.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

IMPORTANT

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

53.9 Your obligation under clauses 53.3 and 53.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 59.

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

- (a) did not observe any of your obligations under clauses 47 to 60; or
- (b) acted negligently or fraudulently in connection with these terms and conditions.

53.11 If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

54 BPAY View billing errors

54.1 For the purposes of clauses 54.2 and 54.3, a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person;

- (iv) giving a bill with incorrect details; or
- (b) if your BPAY View deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.

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

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

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

55 Suspension

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

56 Cut-off times

If you tell us to make a BPAY Payment before the times specified, it will in most cases be treated as having been made on the same day.

Cut-off times:

7 days a week: 5.30 pm. However, if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details, the payment may take longer to be credited to a Biller.

57 When a Biller cannot process your payment

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

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

58 Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

59 Consequential damage

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

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

60 Privacy

60.1 In addition to clause 52.2, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the

financial institution of either or both Billers; and
(c) that an event in clause 52.3 (b), (c), (d), (e) or (f) has occurred.

- 60.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this clause as necessary.
- 60.3 You can request access to your information held by us in accordance with clause 34.8 or by contacting BPAY Pty Ltd or its agent, Cardlink Services Limited.
- 60.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or for you to use BPAY View.

Section 4 – Alerts Services

61 Alerts Services terms and conditions

61.1 Where Alerts Services are available for an Account, we can provide you with messages about the status of your Account by email or SMS.

61.2 If you are registered for Internet Banking, you may apply through Internet Banking to have Alerts Services activated for your Account. Otherwise, contact us to find out how to apply for Alerts Services.

61.3 When you apply to activate Alerts Services you must select the types of alerts you would like to receive. We may make a range of different types of alerts available for you to select from time to time.

61.4 If we approve your application we will send you a welcome message. **If you have not received the welcome message, Alerts Services have not been activated for your Account.** Contact us if you have not received the welcome message within 48 hours of applying.

61.5 We will use the contact details that you give us (such as your email address or mobile telephone number) to provide alerts to you. You must make sure that the contact details you give us are correct.

Remember that Alerts Services messages will usually contain personal information about you. You should ensure that only appropriate people may access your electronic address or equipment that you use to receive alerts (see clause 61.16).

61.6 At all times while Alerts Services are activated on your Account, you must ensure that any equipment, software or service (such as a telephone or internet service) required to receive the types of alerts you have selected is available to you, working properly, and that you know how to use it to receive and read any alerts that we send. In some cases, an alert that we have sent may not be available to you because of restrictions imposed by your service provider (such as if your mobile telephone service provider deletes SMS messages that you do not retrieve within a certain timeframe). It is your responsibility to ensure you are able to access alerts that we send.

61.7 You must promptly inform us:

- (a) of any change to your contact details; and
- (b) if any equipment, software or services you use to receive alerts is no longer working properly, or is unavailable to you (such as if your telephone service is suspended or cancelled).

- 61.8 **Do not reply to any alert using the address from which we have sent the alert.**
- We will not read or respond to any such reply messages from you.
- 61.9 Alerts will ordinarily be sent as soon as reasonably practicable after the event that triggers the alert occurs. However, Balance Alerts and alerts arising from transactions processed after 11pm and before 8am will ordinarily be sent at approximately the following 8am.
- The provision of alerts at the above times is subject to systems availability. Alerts will be deemed to have been provided to you at the time we send them.
- 61.10 If you are registered for Internet Banking and you would like to cancel Alerts Services for your Account, you must cancel Alerts Services through Internet Banking. Otherwise, contact us to find out how to cancel Alerts Services for your Account.
- 61.11 We may suspend or cancel Alerts Services for your Account if we reasonably believe that your contact details are incorrect.
- 61.12 We may suspend or cancel Alerts Services at any time. We will tell you if we suspend or cancel Alerts Services under this clause.
- 61.13 Alerts are provided for your information only. You should not rely on alerts as evidence of a banking record relating to your account. While we try to ensure the proper functioning of Alerts Services, we do not guarantee the accuracy or provision of Alerts Service messages.
- 61.14 To the extent permitted by law, we are not liable to you or any other person for any loss or damage, including consequential loss or damage, suffered by you or any other person directly or indirectly in relation to our Alerts Service.
- 61.15 Alerts Service messages ordinarily contain personal information, including financial information. Where other people or organisations may have access to an address or equipment that you use to receive alerts (such as where you give us a work email address):
- (a) you consent to the disclosure of your personal information to those other people and organisations who may have access to the address or equipment that you use to receive alerts; and
 - (b) where there are more than one of you, each of you consents to the disclosure of your personal information to other people and organisations who may

have access to any address or equipment that you use to receive alerts.

- 61.16 You consent to the disclosure of your personal information to any person or organisation (such as a telecommunications provider) provided it is disclosed for the purposes of sending an Alerts Service message.
- 61.17 We are not liable to you for any fees, charges or expenses imposed by any provider of equipment, software or service you use to receive Alerts Service messages. You should consider putting Alerts Services for an Account on hold while you are outside Australia.

Section 5 – Meaning of words

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

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

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

“Account” means a transaction account, savings account, loan account or investment account listed in Section A of these terms and conditions that you hold with us;

“Alerts Service” means the provision of information regarding your Accounts by SMS (**SMS Alert**) or email (**Email Alert**) or any other method of transmission as agreed between you and us to your Electronic Equipment provided for in Section 4 of these terms and conditions;

an “at risk” transaction means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

“ATM” means an Automated Teller Machine owned by us or someone else;

“Available Balance” means, in relation to an Account, the funds available for immediate withdrawal from the Account, subject to the Terms and Conditions governing the Account;

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

“Banking Service” means any Account or Payment Service to which these terms and conditions apply;

“BPAY Pty Ltd” means BPAY Pty Ltd
ABN 69 079 137 518;

“BPAY Scheme” means the scheme described in clause 47;

“branch” includes any branch and any branch agency. A branch agency is a St.George agency at which some St.George accounts can be opened;

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

“Card” means any authorised card issued by us for your Account or which we allow you to link to your Account and includes a Visa Debit Card, a Maestro/Cirrus ATM Card and a St.George Credit Card;

“Cardlink Services Limited” means Cardlink Services Limited
ABN 60 003 311 644;

“Current Balance” means, in relation to an Account, the Available Balance of the Account plus any funds that have been

deposited to the Account which are not available for immediate withdrawal;

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

“EFT Code” means the Electronic Funds Transfer Code of Conduct, as amended from time to time;

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

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

“EFT Transaction” means a transfer of funds initiated by an instruction you give through Electronic Equipment using an Access Method to debit or credit an EFT Account;

“Electronic Equipment” includes a computer, terminal, television, fax, telephone, and in the context of an Alerts Service includes any device (for example a mobile telephone) which is capable of creating, receiving or displaying information sent or to be sent via SMS, email or any other method of transmission;

“email” means electronic mail message;

“Fees and Charges booklet” means the current booklet setting out the fees and charges payable by you when you perform a transaction using your Account or a Payment Service;

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

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

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

“Internet and Phone Banking Customer Access Number” means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

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

“Internet Banking” means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically,

in relation to an Account or other matters we specify;

“Interest Rate Brochure” means the current interest rate brochure setting out the interest rate that applies to an Account;

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

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

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

“Payment Cut-Off Time” means, with respect to a Banking Business Day, the time specified in clause 56 for that day;

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

- Card
- Internet Banking
- Phone Banking
- Personal Cheque
- Periodical Payment
- Direct Debit
- BPAY Payment;

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

“PINpad” means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification;

“Related Entity” means a company owned by us;

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

“Secure Code” means a randomly generated code that we send to you to authenticate each “at risk” transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

“Secure Code Service” means our method of Two Factor Authentication where we send you a Secure Code to authenticate “at risk” transactions performed by you using Internet Banking.

“Small Business” means a business employing:

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

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

“SMS” means Short Message Service;

“Terminal” means an electronic device (including an ATM, PINpad, cash dispenser unit, EFTPOS terminal or any other electronic funds transfer device) in which the combined use of a Card and a PIN or use of a Card alone may be used to operate on an Account, but does not include Internet and Phone Banking;

“Terms and Conditions” means these terms and conditions, Part A of the Fees and Charges booklet which comes with this booklet and any notice we give you about current interest rates.

“third party payments” means:

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

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

“we”, “us”, “our” and “ours” means St.George Bank Limited;

“you” means the Account holder in relation to an Account and the user of a Payment Service in relation to a Payment Service.

Unless otherwise specified, a reference in the Terms and Conditions to a time is a reference to AEST.

A reference in the Terms and Conditions to a dollar amount means that amount in Australian Dollars.

The Fees and Charges booklet sets out the meanings of additional words.

Part B – General Descriptive Information

The following general descriptive information is for the guidance of our customers. It does not form part of the Terms and Conditions of your Account or any Payment Services.

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

Tax File Number

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN you can apply for one at the Australian Taxation Office.

Quoting your TFN

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment.

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount

for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts

If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.

Partnerships

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any of our branches.

Privacy

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by asking at any of our branches or by calling 13 33 30. Our privacy policy is also available by visiting our website stgeorge.com.au

Combination and Set-Off

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

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

Under the Code of Banking Practice we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

If you are in Financial Difficulties

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

Joint Accounts

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

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

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

conditions have been met) or of your bankruptcy.

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

Cheques

What is a cheque?

A cheque is a written order to a financial institution (for example, a bank, building society, credit union) to pay a sum of money on demand. Financial Institutions (“FI”) provide cheque forms and generally insist on the use of these forms.

Time taken for clearing a cheque

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

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

Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though

your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to “cash”.

How a cheque may be specially cleared

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost.

You cannot get a special clearance on overseas cheques.

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

What is the effect of crossing a cheque?

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

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

What is the meaning of “not negotiable”?

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the

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

What is the meaning of “account payee only”?

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

What is the significance of deleting “or bearer”?

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a FI) we have authority to pay the cheque to

any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

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

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

How and when may a cheque be stopped?

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any of our branches. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

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

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

Reducing the risk of unauthorised alteration

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

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

Cheques returned unpaid or "dishonoured"

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

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

A dishonour fee may be charged by us to meet processing costs. On request, we will tell you how much this fee is.

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

Financial Institution cheques

The term "Financial Institution cheque" (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer's account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques.

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

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

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.
- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.
- (d) Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its

bank cheque which is presented for payment while the order is in force.

- (e) Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
 - (i) has not given the value for it (e.g. the bank cheque is stolen); or
 - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

We will charge you a fee for the issue, replacement or repurchase of a bank cheque. We will advise you of our fee for this service on request.

Important

If you lose your card or passbook, immediately notify the 24-hour card service centre on **1800 028 208** within Australia 7 days a week (free call) **61 2 9553 5333** outside Australia.

General customer enquiries

Call 8am to 9pm (AEST), 7 days a week on **13 33 30**

Disputes

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

Senior Manager, Customer Relations

Locked Bag 1

Kogarah NSW 1485

Telephone (Metro): 02 9553 5173

Telephone (non-Metro): 1800 804 728

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

Banking and Financial Services Ombudsman Ltd

GPO Box 3A

Melbourne VIC 3001

Telephone: **1300 78 08 08**

