

# Accounts & Access Facilities Terms & Conditions

Effective 30 October 2025

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### Welcome to People's Choice

#### About us

People's Choice Credit Union (People's Choice) is a business name of Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL 244310 and Australian Credit Licence 244310. We are a mutual bank, which means that we are owned by our customers and not shareholders.

#### Reading this document

If you have a transaction or savings Account (excluding Term Deposit Accounts), you will need to read this document in conjunction with the following documents. Together, they form the Terms and Conditions of your Account.

Document	What it covers
Fees & Charges document	This sets out the fees and charges that apply to Accounts and our services.
Legacy Fees & Charges document	This sets out additional fees and charges that apply to Accounts that are no longer for sale.
Deposit Accounts Interest Rate document	If interest is payable on your Account, this sets out the current interest rates applicable to your Account. It also sets out applicable interest rates that may be charged if you overdraw your Account.
Daily Limits document	This sets out the daily limits that apply when you perform certain types of transactions as detailed in the document.

If you have other Accounts with us which you access using a Card or electronically, Part B to F of this document governs your access and use of those facilities.

We recommend that you read this document carefully and keep a copy in case you need to refer to it in the future. You can also get the latest copy from our website, or at any of our branches.



In this document, you will see information in boxes like this. This is information which we think is important for you to understand. The information in these boxes do not form part of the Terms and Conditions.

We have also included key contact details under the section 'We're here to help' and a summary of 'Important Information', however, this does not form part of the Terms and Conditions.

### We're here to help

Our website	www.peopleschoice.com.au
Contact us (general enquiries)	<ul> <li>13 11 82 or +61 2 8299 9101 (from outside of Australia)</li> <li>https://www.peopleschoice.com.au/contact-us</li> <li>GPO Box 1942, Adelaide SA 5001</li> <li>Visit any of our branches</li> </ul>
Lost or stolen cards	Call us. Alternatively, you can call the Visa 24 hour hotline
Visa 24 hour hotline	1800 648 027 (Australia wide toll free) For overseas contacts, please visit www.visa.com/contact-us
Card fraud	Call our 24/7 specialist contact centre: • 13 11 82 • +61 2 8299 9534 (from outside of Australia)
Making a complaint	<ul> <li>Phone us on 1800 961 687 (free call)</li> <li>Email us at complaints@peopleschoice.com.au</li> <li>Go to peopleschoice.com.au/help-and-support/feedback-and-complaints to submit online</li> <li>Submit a direct message to any of our Social Media accounts</li> <li>Write to us at GPO Box 1942, Adelaide SA 5001</li> </ul>
Financial difficulty	• 1300 219 201 • MemberCareAndWellbeingTeam@peopleschoice. com.au.
Australian Financial Complaints Authority (AFCA)	<ul><li>Website: www.afca.org.au</li><li>Email: info@afca.org.au</li><li>Phone: 1800 931 678 (free call)</li><li>Mail: GPO Box 3, Melbourne VIC 3001</li></ul>
National Relay Services (hearing or speech impaired)	1300 555 727

### **Important Information**

#### Lost or stolen cards

Whether you're in Australia or overseas, if your Card or Device is lost or stolen, contact us straight away.

#### Be scam and fraud safe

- Always access Phone Banking or Internet Banking through our official details as listed under the section 'We're here to help'. Make sure you hang up or log off once you have finished.
- We will never send you an email or SMS asking for your security information or log-in details. We will also never send you an email or SMS with a link to Internet Banking.
- We may contact you to verify any suspicious card transactions or payments, either by phone, SMS, or email. If you are uncertain, hang up and call us using our official number listed under the section, 'We're here to help'.
- Never give out your Security Information including your passwords, one-time passcodes or PIN, or grant remote access to your personal devices - People's Choice will never ask you for them.
- · Go paperless to reduce the risk of bank and personal information being stolen from the mail.
- Ensure your contact information is always up to date with us, and enrol in security and Account notifications
- Call us straight away if you think you may be a victim of a scam, or your Account(s) may have been compromised.

#### Experiencing financial difficulty, financial abuse or other vulnerability?

If you're in financial difficulty, the earlier you tell us, the sooner we may be able to help. If you're experiencing financial abuse or other vulnerabilities including mental or physical illness, unemployment, and addiction, you can talk with us about your options. We also have information and external resources for those experiencing financial vulnerability on www.peopleschoice.com.au.



We have no tolerance for financial abuse or any other form of abuse or harm. If we reasonably suspect you have used your account to engage in abuse or inappropriate behaviour, we may exercise our rights which include blocking, restricting or closing your Account

#### Your money is protected

In the unlikely event that an Australian bank fails, customers may be eligible to claim the amount of their deposits through the Australian Government's Financial Claims Scheme (FCS). FCS payments are subject to limits per customer per bank. People First Bank, Heritage Bank and People's Choice Credit Union are business names of Heritage and People's Choice Limited, and are collectively one bank for the purpose of the FCS. For more information visit www.fcs.gov.au or phone the APRA hotline on 1300 558 849.

#### Making a complaint

Unhappy with your People's Choice experience? We'll do our best to resolve your complaint straight away. If we can't, we'll give you details of our complaints process. This information is also set out in our Complaints Management Promise, which is available on our website and at our branches.

Please see the section 'We're here to help' for our contact details.

#### Australian Financial Complaints Authority

If you're not satisfied with our response or how we handled your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution. Please see the section 'We're here to help' for their contact details.

Time limits may apply to make a complaint to AFCA so you should act promptly or visit the AFCA website to check when any applicable time limit may expire.

#### **Accessibility**

We can give you information about how we manage complaints in alternative formats and languages upon request. If you have a hearing or speech impairment, you can access additional support through the National Relay Service.

#### Your privacy

For details about how we handle your personal information, please refer to our Privacy Policy which is available on our website and at our branches.

### Part A - Information about your Accounts

#### A1 About your Account

#### A1.1 Opening your Account

- 1. To be an Accountholder, you must hold a member share in Heritage and People's Choice Ltd.
- Additional eligibility requirements may apply to some Accounts as set out in the Account Features & Comparison Table in Part A1.4. Additional account opening requirements for Accountholders who are under 18 years old are set out in Part A3.5 'If an Accountholder is under 18 years old'.

#### A1.2 Understanding your Account

#### Account features & benefits

3. Not all features and benefits set out in these Terms and Conditions are available on all Accounts. Please see the Account Features & Comparison Table in Part A1.4 and the 'Specific terms applicable to Accounts' in Part A1.5 to see what features and benefits are available on your Account.

#### How interest is calculated

- 4. If interest (including bonus interest) is payable on positive balances in your Account:
  - Interest is calculated on the daily positive closing balance of your Account as at the End
    of Day, unless otherwise indicated in the Account Features & Comparison Table in Part
    A1.4.
  - An interest period starts on the last day of a month and ends on the second last day of the following month.
  - · Interest is paid on the last day of the calendar month after End of Day.
- 5. If bonus interest is payable on your Account and you close your Account during the month, you will be eligible for bonus interest if you have met the Account's bonus interest eligibility on the closure date. You will earn bonus interest for that month up until the closure date.
- 6. If your Account earns interest, there are a number of different ways that interest may be calculated. These are explained in the following table. The method of calculation applicable to your Account is specified in the Account Features & Comparison Table in Part A1.4.

Stepped interest	calculation	Tiered interest c	alculation	Flat calculation	
Different interest rates apply to different balance brackets.  Interest is paid on each portion of your Account balance that falls within a balance bracket at the applicable rate for that bracket. Interest is calculated daily based upon the balance of the Account within each balance bracket.		The interest rate applicable is determined by your full balance at End of Day.  One interest rate will apply to your entire balance and is calculated daily.		A single interest rate will apply to the full balance of the account at End of Day, irrespective of the balance.	
For example:		For example:		For example:	
Balance Tier	Balance Tier Interest rate (p.a.)		Interest rate (p.a.)	Applicable interest rate for the product is X% p.a.	
Up to \$100,000	X%	Under \$10,000	W%		
\$100,000.01 and over	Y%	\$10,000 to \$49,999.99	Х%		
		\$50,000 to \$249,999.99	Y%		
		\$250,000 and over	Z%		
If your Account balance is \$150,000 at End of Day, you will earn: • X% p.a. on your balance up to \$100,000, and		If your Account balance is \$150,000 at End of Day, you will earn: • Y% p.a. on the entire \$150,000 balance at End of		You will earn:  • Flat rate of X% p.a. on the whole balance, calculated daily regardless of the balance of your Account at	
· Y% p.a. on your	balance from	Day, calculated daily.		End of Day.	

We may vary the interest rates that apply to Accounts from time to time. For more
information about the current interest rates applicable to our transaction and savings
Accounts, please refer to our Deposit Accounts Interest Rates document, available on our
website.

#### If you have an approved overdraft facility

\$100,000.01 to \$150,000.

8. If you have an approved overdraft facility interest is charged in accordance with the relevant loan contract you enter with us, and in accordance with our 'Lending Terms & Conditions'.



#### Income tax and interest earned

Interest earned on an Account is income and may be subject to income tax. We are authorised under taxation law to collect a Tax File Number (TFN), an Australian Business Number (ABN) or a valid exemption code.

#### Do I have to provide my TFN?

You don't have to tell us your TFN, ABN or exemption code, but if you don't, we may be required by law to deduct an amount for withholding tax from the interest earned on your Account

#### Joint Accountholders and business/charity accounts

For joint Accounts, all Accountholders will need to quote their TFNs and/or exemptions, otherwise we may be required by law to deduct an amount for withholding tax from the interest earned on the joint account. For Business Accounts, you can quote your ABN instead of your TFN.

#### Overseas residents

If you are an overseas resident, withholding tax may apply even if you have quoted us your TFN.

#### A1.3 Fees and Charges

9. Fees and charges may apply to your Account as set out in our 'Fees & Charges' document and our 'Legacy Fees & Charges' document (applicable only to Accounts no longer for sale) which form a part of these Terms & Conditions. Our Fees & Charges document and our 'Legacy Fees & Charges' document are available on our website and at our branches.

#### A1.4 Account Features & Comparison Table

		Transaction A	Accounts	Savings Accounts		Credit Cards	
Current Accounts	Everyday Account	Offset Account	Community & Business Access	Business Line of Credit	Dream Fund	Community & Business Saver	Visa Credit Cards
ACCOUNT FEATURES	S						
Eligibility	Personal Members aged from 10 years <sup>1</sup>	Personal Members with eligible loans only	Business and non-personal entities	Subject to lending criteria	Personal Members <sup>1</sup>	Business and non-personal entities	Subject to Lending Criteria
Funds available at call	1	1	✓	1	1	1	1
Statement Frequency	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly	Monthly or bi-annually	Monthly or bi-annually	Monthly
Statement Delivery	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper
Optional Overdraft	1	1	✓	Х	Х	Х	Х
INTEREST <sup>2</sup>							
Calculated daily on full closing balance	No interest paid	No interest paid	No interest paid	No interest paid on	1	✓	х
Interest paid on last day of each month	N/A	N/A	N/A	positive balances	Credited to account	1	х
Interest Type	N/A	N/A	N/A	N/A	Stepped	Tiered	Х
Bonus Interest	Х	Х	Х	Χ	√3	Х	Х
ACCESS							
Depositing money in	to your accou	nt					
<b>Branch Access</b>	1	1	✓	✓	✓	✓	✓
Internet Banking	✓	1	✓	✓	✓	✓	✓
Phone Banking	✓	1	✓	✓	✓	✓	✓
Osko Payments	✓	1	✓	✓	✓	✓	✓
PayID	1	1	✓	✓	✓	✓	✓
<b>Direct Credits</b>	1	1	✓	✓	✓	✓	✓
ATM	1	1	✓	✓	✓	✓	✓
Bank@Post <sup>™4</sup>	✓	1	Х	Х	✓	Χ	✓
Making payments & ca	ash withdrawals	•					
Branch Access	1	1	✓	✓	✓	Х	✓
Internet Banking	1	1	✓	✓	✓	✓	✓
Phone Banking	1	1	✓	✓	✓	✓	✓
Visa Debit Card	1	1	✓	1	Deposit only	Deposit only	Credit Card Only
Pay Anyone Payments	1	1	✓	✓	1	1	✓
PayID	/	1	✓	✓	/	1	/
BPAY®, Direct Debits & PayTo	1	1	✓	1	1	1	1
ATM	/	1	✓	✓	Х	Х	1
Bank@Post <sup>TM4</sup>	1	/	/	/	Х	Х	/

**Note:** All features are subject to these Terms and Conditions. Fees and limits may apply.

- 1 See additional terms under Part A3.5 'If an Accountholder is under 18 years old'.
- 2 Interest rates are subject to change. For current rates, see our Deposit Accounts Interest Rates document, available on our website.
- 3 Bonus interest eligibility requirements apply. See 'Specific terms applicable to Accounts' in Part A1.5.
- 4 Bank@Post™ and its device mark are trademarks (registered or otherwise) of the Australian Postal Corporation. All rights reserved.

#### Account Features & Comparison Table - Products not available for sale

	Transaction Accounts					
	Everyday Living Account	Basic Everyday Living Account	Zip Account	Expenses Account	Activate Account	Club 55 Account
ACCOUNT FEATURES						
Eligibility	See Note 1	See Note 1	See Note 1	See Note 1	See Note 1	See Note 1
Funds available at call	1	1	/	/	1	/
Statement Frequency	Monthly or bi-annually (electronic)	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually
Statement Delivery	eStatement only	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper
Optional Overdraft	Х	Х	1	1	✓	1
INTEREST <sup>2</sup>						•
Calculated daily on full closing balance	No interest paid	No interest paid	No interest paid	No interest paid	No interest paid	1
Interest paid on last day of each month	No interest paid	No interest paid	No interest paid	No interest paid	No interest paid	1
Interest Type	N/A	N/A	N/A	N/A	N/A	Stepped
Bonus Interest <sup>3</sup>	Х	Х	Х	Х	X	X
ACCESS						
Depositing money into y	our account					
Branch Access	Х	1	✓	1	1	1
Internet Banking	1	1	1	1	1	/
Phone Banking	1	1	✓	1	1	1
Osko Payments	1	1	1	1	✓	1
PayID	1	1	1	/	1	/
Direct Credits	1	1	1	1	1	/
ATM	1	1	1	1	1	1
Bank@Post™ <sup>4</sup>	1	1	1	1	✓	✓
Making payments & cash v	vithdrawals					
Branch Access	Х	1	1	1	1	1
Internet Banking	1	1	1	1	1	1
Phone Banking	1	1	1	1	1	/
Visa Debit Card	1	1	1	1	1	/
Pay Anyone Payments	1	1	1	1	1	/
PayID	1	1	1	1	1	/
BPAY®, Direct Debits & PayTo	1	1	1	1	1	1
ATM	✓	✓	1	/	✓	/
Bank@Post <sup>TM4</sup>	1	1	1	1	1	1

**Note:** All features are subject to these Terms and Conditions. Fees and limits may apply.

<sup>1</sup> See A1.5 'Specific terms applicable to Accounts' for eligibility requirements and other terms and conditions.

<sup>2</sup> Interest rates are subject to change. For current rates, see our Deposit Accounts Interest Rates document available on our website.

<sup>3</sup> Bonus interest eligibility requirements apply. See 'Specific terms applicable to Accounts' in Part A1.5.

<sup>4</sup> Bank@Post™ and its device mark are trademarks (registered or otherwise) of the Australian Postal Corporation. All rights reserved.

#### Account Features & Comparison Table - Products not available for sale

	Transaction	n Accounts	Savings Accounts			
	Line of Credit or Line of Credit Package	Business & Community Account	Young Saver	Bonus Saver	Online Saver	Christmas Savings Account
ACCOUNT FEATURES						
Eligibility	See Note 1	See Note 1	See Note 1	See Note 1	See Note 1	See Note 1
Funds available at call	1	✓	1	1	1	1
Statement Frequency	Monthly	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually
Statement Delivery	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper	eStatement or paper
Optional Overdraft	N/A	✓	Х	Х	X	Х
INTEREST <sup>2</sup>						
Calculated daily on full closing balance	No interest paid on positive balances	✓	✓	1	✓	✓
Interest paid on last day of each month	No interest paid on positive balances	✓	1	1	1	Annually on 31 October
Interest Type	N/A	Stepped	Flat	Flat	Tiered	Flat
Bonus Interest	Х	Х	√3	√3	√3	Х
ACCESS						
Depositing money into y	our account					
Branch Access	1	✓	1	1	X	1
Internet Banking	1	✓	<b>√</b>	1	1	1
Phone Banking	1	✓	<b>√</b>	1	✓	✓
Osko Payments	1	✓	<b>√</b>	1	1	✓
PayID	1	✓	1	/	1	1
Direct Credits	1	✓	✓	1	1	✓
ATM	✓	✓	✓	1	1	1
Bank@Post <sup>™4</sup>	✓	Х	Х	Х	Х	Х
Making payments & cash v						
Branch Access	1	1	1	1	Х	1
Internet Banking	1	1	1	1	1	1
Phone Banking	1	✓	1	1	/	<b>√</b>
Visa Debit Card	1	✓	Х	Х	✓ Deposit only	Х
Pay Anyone Payments	/	✓	✓	1	/	✓
PayID	/	✓	✓	/	/	✓
BPAY <sup>®</sup> , Direct Debits & PayTo	1	✓	✓	1	1	BPAY <sup>®</sup> and PayTo only
ATM	1	✓	Х	Х	Х	Х
Bank@Post™ <sup>4</sup>	✓	Х	Х	Х	Х	Х

**Note:** All features are subject to these Terms and Conditions. Fees and limits may apply.

- 1 See 'A1.5 Specific terms applicable to Accounts' for eligibility requirements and other terms and conditions.
- 2 Interest rates are subject to change. For current rates, see our Deposit Accounts Interest Rates document available on our website.
- 3 Bonus interest eligibility requirements apply. See 'Specific terms applicable to Accounts' in Part A1.5.
- 4 Bank@Post™ and its device mark are trademarks (registered or otherwise) of the Australian Postal Corporation. All rights reserved.

#### A1.5 Specific terms applicable to Accounts

#### **Dream Fund**

### Bonus interest eligibility

You will earn bonus interest when you deposit more money into your Dream Fund Account than you withdraw during the month. We calculate this as:

The closing balance on the last day of the month, minus any interest credited to your Dream Fund Account on that day

is greater than

The opening balance of your Dream Fund Account on the first day of that month

#### Bonus interest where we product swap you to a Dream Fund Account

In some cases, we may have a legitimate business need to swap your Account to a Dream Fund Account, including where we discontinue a product or service. We will tell you in advance in accordance with the Notification of Change Table under Part E2.2 Changes to Terms and Conditions. For the month during which we swap your account to a Dream Fund Account, the applicable opening balance is still the opening balance on the first day of that month, not the day on which we swap you to the Dream Fund Account.

#### How is the opening balance calculated?

The opening balance of the Dream Fund Account is determined after the conclusion of End of Day processing and will include interest credited for the month prior.

#### Young Saver (not available for sale)

### Bonus interest eligibility

You will earn bonus interest for each calendar month that you:

- · make no withdrawals, and
- · make an eligible deposit of at least \$5.00.

#### What is an eligible deposit?

- The deposit must be made to the Account by you or on your behalf, for example cash deposits and payroll credits. Transactions such as the crediting of interest payable on the Account, and credits due to refunds or reversal of transactions are not eligible deposits.
- The deposit must be received by us and posted to your Account before the End of Day on the last day of the calendar month. Please allow for payment processing times when making your deposit.
- · A dishonoured deposit is not an eligible deposit.

Bonus interest where we product swap you to a Young Saver account In some cases, we may have a legitimate business need to swap your account to a Young Saver Account, including where we discontinue a product or service. We will tell you in advance in accordance with the Notification of Change Table under Part E2.2 Changes to Terms and Conditions. To qualify for bonus interest in the month which we swap your account to a Young Saver Account, you must make no withdrawals and make an eligible deposit between the date of the product swap and the end of the month.

#### Young Saver (not available for sale)

#### Eligibility

You must be under 18 years old to open a Young Saver Account. However, you can continue to hold the Account after you turn 18 years old. When you turn 18 years old, you will have unrestricted access to the Account, including the right to remove any Third Party Operator(s), without the consent of any existing Third Party Operator(s).

#### **Bonus Saver (not available for sale)**

### Bonus interest eligibility

You will earn bonus interest for each calendar month that you:

- · make no withdrawals, and
- · make an eligible deposit of at least \$50.00.

#### What is an eligible deposit?

- The deposit must be made to the Account by you or on your behalf, for example cash deposits and payroll credits. Transactions such as the crediting of interest payable on the Account, and credits due to refunds or reversal of transactions are not eligible deposits.
- The deposit must be received by us and posted to your Account before the End of Day on the last day of the calendar month. Please allow for payment processing times when making your deposit.
- · A dishonoured deposit is not an eligible deposit.

#### Bonus interest where we product swap you to a Bonus Saver Account

To qualify for bonus interest during the month in which we swap your Account to a Bonus Saver Account, you must make no withdrawals and make an eligible deposit between the date of the product swap and before the End of Day on the last day of the calendar month.

#### Online Saver (not available for sale)

### Bonus interest eligibility

To earn bonus interest, you must not make any withdrawals from the Account during the relevant calendar month.

#### **Activate Account (not available for sale)**

### Eligibility requirements

When you turn 25 years old, we may convert your Activate Account to an Everyday Account. The terms and conditions for the Everyday Account will apply from the date of the conversion.

#### **Christmas Savings (not available for sale)**

# Eligibility for free transactions

Between 1 November and 31 January each year, you can perform:

- · a total of two free withdrawals per month, either in branch or by direct debit; and
- $\cdot$  unlimited free BPAY®, Internet Banking and Phone Banking transfers.

Transactions outside this period are subject to fees. Please refer to our Fees & Charges document.

#### Basic Everyday Living Account (not available for sale)

### Eligibility requirements

To be eligible for a Basic Everyday Living Account, you must:

- · hold one of the following eligible concession cards:
  - Seniors Concession card:
  - Pensioner Concession card:
  - Centrelink Health Care card : or
  - Repatriation Health card (Department of Veterans' Affairs), and
- we must be satisfied, acting reasonably, that you may have difficulty using a transaction Account that can only be accessed electronically.

If we ask you to, you must show us your Centrelink or Veterans' Affairs card as proof of your eligibility.

If you stop holding a current eligible concession card, we may, by giving you notice, convert your Account to an Everyday Account. The terms and conditions for the Everyday Account will apply from the date of the conversion.

#### **A2** Using your Account

#### A2.1 Unacceptable conduct



If we reasonably suspect you have used our Accounts or facilities to engage in abuse or inappropriate behaviour, we may exercise our rights which include blocking, restricting or closing your Account.

10. We have no tolerance for financial abuse or any other form of abuse or harm. The below table sets out things you must not do with your Accounts.

#### Things you must NOT do

You must not use any Account(s) or any Access Facility to engage in any form of inappropriate behaviour, including:

- · financial abuse,
- · any other form of abuse, or
- offensive, threatening, defamatory, harassing or controlling behaviour.

You must not initiate, engage in or effect a transaction or payment that may breach any law in Australia or any other country. If you do so, subject to Part A2.8 Indemnity and Liability, you indemnify us against any loss or liability we may incur which arises from such transaction or payment.

#### Actions we can take

If we reasonably suspect:

- you have used any Account or Access Facility to engage in abuse or inappropriate behaviour which has or may cause harm;
- your Accounts or Access Facilities have been used as part of a fraudulent or illegal activity; or
- you have engaged in abuse or inappropriate behaviour towards our staff, we may take action in accordance with Part E3 Steps we can take.

We may also refuse to accept or act on your instructions, including not registering a password or code that we consider to be offensive

#### A2.2 Branch and National Contact Centre Services

- 11. We may require acceptable proof of your identity or your authorisation before processing some types of transactions.
- 12. If you instruct us to make more than one payment from your Account, we will determine the order of making the payments. Transactions will not necessarily be processed to your Account on the same day.

#### Payments and services available

- 13. We may, at our discretion, not offer some payments and non-cash services (e.g. balance enquiries, transaction listings or transfers) through our branches and our National Contact Centre. We may still agree to provide staff assisted services if:
  - a) you reside in a remote location where accessing these services through other channels is not reasonably available (for example, you don't have internet coverage);
  - b) you are vulnerable due to your personal circumstances (for example, your age, or you have a disability, you are an indigenous person, English is not your first language, you are unfamiliar with financial products or services or because you have limited literacy);
  - c) you are in a vulnerable situation (for example, domestic violence, elder abuse, mental illness):
  - d) other channels to access these services are not reasonably available to you (for example, there is an Internet Banking access issue);
  - e) we have placed access restrictions on your Account so other channels to access these services are not reasonably available to you; or
  - f) we are required to by law.

#### Cash handling

- 14. We may also operate some branches as cashless branches. We will not accept or process cash deposits and withdrawals over the counter at those branches.
- 15. Where a branch facilitates over the counter cash withdrawals, these are subject to cash and coin availability at the time of request.

#### A2.3 ATM services



#### People's Choice ATMs

From 1 October 2025, People's Choice will begin upgrading their ATMs to new machines. The new ATMs will all accept cash deposits, but will no longer accept cheque deposits.

- 16. Not all of our ATMs accept deposits. If our ATM accepts deposits:
  - a) a cash deposit will be available in your Account on the same day as long as it is deposited prior to End of Day. If the deposit is made after the End of Day then the deposit will be recorded as taking place the next day.
  - b) cheque deposits are subject to cheque clearance times as set out in Part A2.5 'Using cheques'.
- 17. In addition, for cheque deposits:
  - a) cheques will only be accepted if the original payee is the Accountholder.
  - b) we may refuse to accept a cheque deposit at our ATM at our reasonable discretion.

#### **A2.4 Electronic Credits**

- 18. If a deposit to your Account is made as a Direct Credit and the sender has used our BSB and your Member Number (instead of your relevant Account number), at our reasonable discretion, we may:
  - return the Direct Credit to the sender (whether or not we can identify you as the intended recipient); or
  - if we can identify you as the intended recipient from the information sent with the Direct Credit, credit the funds to one or more of your Accounts with us (including credit card and loan accounts) in such proportions as we determine (acting reasonably), even if those Accounts are not actively used.

#### A2.5 Using cheques



#### People's Choice cheques

From 24 May 2024, cheque book access is no longer available on our Accounts. This means we will not accept deposit of cheques written from a People's Choice Credit Union cheque book.

#### When cheques may be dishonoured

A cheque may be dishonoured by the payer's bank if the payer doesn't have enough funds in their account, their bank has put a stop payment on the cheque, or the cheque is incomplete or been materially altered.

#### Depositing a cheque

Where can I
deposit a cheque?

You can deposit a cheque into your Account through the following services (if deposits are accepted):

- · in branch
- · at our ATMs
- Bank@Post™

## Can I deposit a cheque into any account?

Generally, you can only deposit cheques into the Account of the person or entity named as payee on the cheque. If the Accountholder is not the payee on the cheque, we will only accept the cheque for deposit into the Account if ownership of the cheque has been transferred to the Accountholder by the payee signing the back of the cheque in the following manner:

Please pay [Accountholder name], signed [payee's signature].

We may refuse to accept the cheque if, acting reasonably, we are not satisfied you are the rightful owner of the cheque (for any reason), or we otherwise reasonably consider that there may be an unacceptable risk to us in accepting the cheque.

### When will my funds be available?

You can only access the money from a cheque deposit when it has cleared. This usually takes seven (7) Business Days from the day of the deposit or the following Business Day where a cheque is deposited after the End Of Day or on a day that is not a Business Day where the deposit was made. The drawing bank has a right to request an additional day's clearance.

### Do you accept all cheques?

We may refuse to accept any cheque for deposit at our reasonable discretion.

We do not accept cheques from overseas financial institutions.

#### Corporate cheques

- 19. You can ask us to issue a corporate cheque, payable to the person you nominate. A fee may apply, as explained in our Fees & Charges document.
- 20. If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form giving us evidence of the loss or theft of the cheque. You must also give us an indemnity in the form we specify (acting reasonably) the indemnity protects us if someone else claims that you wrongfully directed us to stop the cheque.
- 21. We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. We are not responsible for any defects with goods or services you buy with our corporate cheque. You acknowledge that all complaints about goods and services should be addressed to the relevant supplier.



A corporate cheque is similar to a bank cheque, but may not be treated as such by all third parties. A bank cheque can be organised for an additional charge. Please refer to our Fees & Charges document for applicable fees.

#### A2.6 Overdrawing your Account

- 22. You are responsible for ensuring that your Account has enough cleared funds or available credit (where applicable) to cover all payments and any other withdrawals against the Account. You should take particular care where you have scheduled payments to occur on a future date.
- 23. If you don't have enough cleared funds or available credit (where applicable) to cover a payment, we may decline the transaction. We may also, however, allow a payment or other withdrawals which will result in your Account becoming overdrawn (whether due to insufficient cleared funds or available credit). If we debit an amount to your Account that causes your Account to be overdrawn, this does not mean that we have agreed to provide you with an overdraft facility or a credit facility.
- 24. If your Account becomes overdrawn, the Accountholder(s) must promptly restore the Account to a positive balance or contact us and make the appropriate arrangements. You must pay interest on any overdrawn amount at the Overdrawn Interest reference rate which is calculated on the daily closing balance until your Account returns to zero balance or has a positive balance. The Overdrawn Interest reference rate is contained in our Deposit Accounts Interest Rates document, available on our website. Overdrawn administration fees will also be payable in accordance with our Fees & Charges document.
- 25. If your Account is overdrawn, we may send you notifications by SMS message. You can opt out of such notifications

#### Approved overdraft facility

- If your Account permits (see Part A1.4 Account Features & Comparison Table), you may apply
  for an overdraft facility on your Account. You must be 18 years old or over to qualify for an
  overdraft facility.
- 27. Your application for an overdraft facility is subject to our lending criteria, and the facility (if approved) will be subject to additional terms and conditions set out in our Lending Terms & Conditions.

#### A2.7 Withdrawal limits

- 28. Transactions from your Account are subject to daily limits. The default limits are set out in our Daily Limits document.
- 29. The amount of funds that you can withdraw, pay or transfer may also be restricted by a Merchant, Biller, other financial institutions or payment scheme operators. This is at the discretion of the relevant third party, and we are not responsible for limits they may set.

#### Changing your limits

- 30. You can ask us to apply a different limit to the default limits we set. We can accept or decline such a request at our reasonable discretion. If you ask for a higher limit, your liability for unauthorised transactions may increase.
- 31. We may change default limits that we set from time to time. If we do, we will tell you in accordance with Part E2.2 Changes to Terms and Conditions.

#### A2.8 Indemnity and Liability

32. Any indemnity given by or liability imposed on you in Part A of these Terms and Conditions is limited to the extent that any claim, damage, loss, or liability recovery is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

#### A3 Managing your Account

#### A3.1 Who can operate an account

- 33. Accountholders and authorised Third Party Operators can operate an Account. A Third Party Operator is limited in the actions they can take. Please refer to Part A3.2 'Third Party Operators' below.
- 34. Where there is more than one Accountholder or an Account has one or more Third Party Operators appointed, the Account may be operated in the following ways:

Signing Authority	Explanation Who it applies to		es to
		Joint Account- holders	Third Party Operators
'All to sign'	All joint Accountholders authorise any action on the Account. This type of signing authority is not applicable when a Third Party Operator operates a joint Account.	1	х
'Only one to sign'	Any one joint Accountholder or a Third Party Operator can authorise an action on the Account.	✓	✓

Signing Authority	Explanation	Who it applies to	
		Joint Account- holders	Third Party Operators
Specific signing authority	The instruction for a signing authority to be followed in regard to any action on the Account. For example, 'two of four Accountholders to sign'. We may impose any limitations we consider reasonably necessary on the types of specific signing authorities we allow for any Account.	1	1

35. Card access and Phone Banking access on an Account is not possible under signing authorities where more than one (1) person is required to authorise an action.



Changing a signing authority to remove someone's sole access to an Account may not stop future-dated payments that were authorised prior to a person's access being removed.

#### Joint Accountholders

- 36. If no signing authority is provided on a joint account, the Account will be operated as 'all to sign'.
- 37. All joint Accountholders must consent to the joint Account being operated as 'only one to sign'. However, any one joint Accountholder can:
  - · change the Account approval to 'all to sign', or
  - suspend the Account to allow you and the other joint Accountholders time to reach agreement about dispersal of the Account funds.
- 38. This does not apply to an Account in a single name with multiple Third Party Operators (e.g. a company Account where directors are Third Party Operators on behalf of the company). Where one Accountholder is under 18 years old, different requirements may apply depending on the age of the Accountholder (refer to Part A3.5 If an Accountholder is under 18 years old).

#### A3.2 Third Party Operators

39. An Accountholder can authorise one or more Third Party Operators to operate on their Account. These Terms and Conditions apply to a Third Party Operator, including their use of any Access Facilities. If an Accountholder is under 18 years old, you should also refer to Part A3.5 If an Accountholder is under 18 years old.

#### Accountholder liability for Third Party Operators

- 40. Subject to Part A3.5, the Accountholder remains responsible for all transactions a Third Party Operator carries out on their Account including any debts they may incur. You should only authorise a person you trust to be a Third Party Operator.
- 41. Subject to Part A2.8 Indemnity and Liability or unless we are liable under a statute or the ePayments code, the Accountholder indemnifies us for any loss or damage caused by a Third Party Operator's actions on the Account.

#### Removing a Third Party Operator

- 42. Unless otherwise stated in these Terms and Conditions, an Accountholder may remove a Third Party Operator at any time by telling us in writing.
- 43. We will process the revocation within one (1) Business Day of receiving the request. You remain liable for any transactions completed or purported to be completed by a Third Party Operator until the revocation has been processed.

#### What can a Third Party Operator do?

44. The actions a Third Party Operator can take depends on whether the Accountholder is under 18 years old, or is a Business. These are detailed in following table:

	Accountholder is 18 years or older	The Account is a Business Account	Accountholder is under 18 years old
Make withdrawals and authorise payments from the Account. This includes:     initiating international money transfers     authorising bill payments via BPAY®     authorising and amending Pay Anyone Payments     any other transactions, unless otherwise specified in this table	1	1	✓
Use any electronic or other means available to access or operate your Account	1	1	1
Negotiate cheques in the Member's name if banked to Member's Account	1	1	✓
Approve, amend or approve amendments to, pause, resume and cancel Payment Agreements	1	1	✓
Give authority (new or altered) for Direct Debits, PayTo and payroll.	Х	1	X
Obtain statements of the Account <sup>2</sup>	✓	✓	✓
Change personal details of the Accountholder(s)	Х	1	✓
Open or close the Account or Membership	Χ	✓	✓
Apply for an overdraft facility linked to the Account	Х	1	X
Authorise another person to be a Third Party Operator on the Account.	Х	1	✓
Create a PayID linked to the Account <sup>1</sup>	✓	✓	✓

<sup>1</sup> A PayID created for the Account by a Third Party Operator, must reasonably and accurately reflect the Accountholder's identity. Refer to PayID Terms and Conditions document.

<sup>2</sup> If the Account was opened independently by the person under 18 years old, statements and other communications will be sent to the person. If the Account was opened on behalf of a person under 18 years old by a parent or legal guardian, statements and other communications will be sent to the parent or legal guardian.

#### A3.3 Joint Accounts

- 45. If the Account is held by 2 or more people (referred to as a 'joint Account'):
  - a) each joint Accountholder must hold a Membership;
  - b) if one Accountholder dies, that Accountholders' interest in the Account automatically transfers to the surviving Accountholder(s);
  - each joint Accountholder is jointly and separately responsible for all obligations and liabilities related to the Account, unless stated otherwise in these Terms and Conditions. This includes, for example, if one Accountholder overdraws on the Account, we may request any Accountholder to repay the amount.
- 46. To close a joint Account, one or more joint Accountholders may be required to authorise the Account closure, depending on the signing authority of the Account.

#### A3.4 Trust Accounts

- 47. If an Account is held as a trust Account:
  - a) we are not taken to be aware of the terms of the trust;
  - b) we do not have to verify that any transactions you carry out on the Account are authorised by the terms of the trust; and
  - c) subject to Part A2.8 Indemnity and Liability, you agree to indemnify us against any claim made upon us in relation to, or arising out of, that trust.

#### A3.5 If an Accountholder is under 18 years old

- 48. This section sets out additional rules about operating your Account if you are under 18 years old.
- 49. If an Accountholder is under 18 years old, any Third Party Operator or any joint Accountholder must be 18 years old, or over.
- 50. Subject to Part A2.8 Indemnity and Liability or unless we are liable under a statute or the ePayments Code:
  - a) where the Accountholder is under 12 years old, each joint Accountholder and Third Party Operator jointly and separately indemnifies us for any loss or damage as a result of us acting on instructions or carrying out a transaction on the account by a person authorised to do so;
  - b) where the Accountholder is 12 to 18 years old:
    - each joint Accountholder jointly and separately indemnifies us for any loss or damage as a result of us acting on instructions or carrying out a transaction in respect of the account; and
    - each Third Party Operator indemnifies us for any loss or damage as a result of those instructions or transactions for which they have authorised.
- 51. For the avoidance of doubt, this indemnity in Clause 50 above survives after the person is removed as a joint Accountholder or Third Party Operator.
- 52. If you are under 18 years old and we consider it reasonably necessary to protect you or us (and with reasonable notice or no notice where we need to act immediately), we may:
  - a) decline to grant access to the Account by the Accountholder;
  - b) remove a Third Party Operator;
  - c) restrict the ability of a Third Party Operator to operate on the Account; or
  - d) change the Account operating authority of the Account.

53. We do not recommend the granting of Internet Banking access to Accountholders under 18 years old. However, Internet Banking access may be provided to an Accountholder aged 10 years or older with the express consent of a Third Party Operator or a joint Accountholder.

The table below sets out the account operating requirements for Accountholders who are under 18 years old.

under 18 years old.							
	Age of the Accountholder						
	Under 10 years old	10 or 11 years old	12 to 17 years old				
Dream Fund Acc	ount						
Operating the Account	The Accountholder cannot operate the Account. The Account must be operated by a Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account with the express consent of a Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account, including removing any Third Party Operators in accordance with the Account operating authority.				
Everyday Accoun	nt						
Operating the Account	N/A The Accountholder must be over 10 years old.	The Accountholder can operate the Account with the express consent of a Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account including removing any Third Party Operators in accordance with the Account operating authority.				
		Age of the Accountholder					
	Under 10 years old	10 or 11 years old	12 years or older				
Young Saver Acc	ount (not available for sale)						
Operating the Account	The Accountholder cannot operate on the Account. The Account must be operated by a Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account with the express consent of a Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account, including removing any Third Party Operators in accordance with the Account operating authority.				

### Everyday Living Account, Expenses Account, Bonus Saver Account, Online Saver or Christmas Savings (not available for sale)

Savings (not available for sale)			
Operating the Account	N/A - The Accountholder must be over 10 years old.	The Accountholder can operate the Account with the express consent of the Third Party Operator or a joint Accountholder.	The Accountholder can operate the Account, including removing any Third Party Operators in accordance with the Account operating authority.

#### A3.6 Verifying your identity and keeping details up to date

- 54. If any of your personal details change, including your email address, phone number or postal address, you must tell us promptly.
- 55. We may be required to obtain additional information about you to meet our oblilgations, including under Anti-Money Laundering and Counter-Terrorism Financing laws and taxation laws. You must give us any such information we request otherwise we may not be able to provide you with our products or services. Please also refer to Part E3 'Steps we can take'.



If you don't keep your contact details updated, we may not be able to contact you or send you important information about your Account or our services.

#### A3.7 Account Statements

#### How often do we send statements?

- 56. The default frequency at which we will give you Account statements is stated in the A1.4 Account Features & Comparison Table. If you hold other products with us, your statement frequency may also be affected by those products.
- 57. You can ask us to give you monthly statements if the default frequency is longer than this, but fees may apply. Please refer to our Fees & Charges document.
- 58. We may, at our reasonable discretion, provide your Account statements more frequently.



You should check your Account statement as soon as you receive it and tell us promptly if there are any Unauthorised Transactions or errors. For more on Unauthorised Transactions, refer to Part C – Issues and errors with Electronic Transactions.

#### **eStatements**

- 59. We will give you Account statements electronically (eStatements) if:
  - a) You have opted-in to receiving eStatements (including by registering for electronic banking) and you have not subsequently opted out of receiving eStatements. If paper statements are available on your Account and you wish to revert to paper statements, you can do so at any time by contacting us.
  - b) You hold an Account on which only eStatements are available.
  - c) You are a Third Party Operator on a business account. We may continue to issue a paper statement on the business Membership in addition to the eStatement.
- 60. If we become aware that your details are invalid and we are unable to give you eStatements (including notifying you when an eStatement becomes available), we may send you paper statements by post until such time as your details are updated. If your Account allows eStatements only, a fee may apply to any paper statements that are issued. Refer to our Fees & Charges document.
- 61. You may request a paper copy of your Account statements up to 7 years from the end of the period covered by the statement. A fee may apply refer to our Fees & Charges document.

62. Accountholders and Third Party Operators who elect to receive Account statements by post cannot access eStatements for both personal and non-personal Accounts via Internet Banking.



If you decide to receive paper Account statements by post you will no longer be able to view your previous eStatements using Internet Banking. You should print or save a copy of your eStatements before requesting paper Account statements by post.

#### A3.8 Closing your Accounts

- 63. Subject to any restrictions set out in the Account Features & Comparison Table at Part A1.4, you can close your Accounts at any time. However, we may defer closure of your Account for a reasonable time and withhold sufficient funds to cover payment of outstanding cheques, electronic transactions and fees, if applicable.
- 64. Closing your Account may also result in the cancellation of the ways you currently access your Account. For example, your Card(s) will be cancelled at the time you cancel your Account. See also Part B1.5 Cancelling.



#### What happens to Direct Debits and PayTo arrangements?

Closing your Accounts will not automatically cancel any Direct Debit or PayTo agreements you have entered into. Make sure you take steps to cancel or change these agreements.

#### What happens to your Membership?

If you do not have any other products with us after the closure of your Account, you should resign your Membership. You will be refunded any subscription price you paid for your member share. To resign your Membership please contact us on 13 11 82 or visit your nearest branch.

### Part B – Accessing your Account electronically



#### Protect yourself from scams and unauthorised transactions

- · Always access Phone Banking and Internet Banking through our direct details as listed under the section 'We're here to help'. Make sure you hang up or log off once you have finished.
- · We may call you to confirm suspicious transactions on your Card, or send you an SMS. You can verify the number we contact you from by visiting our website. If you are uncertain, hang up and call us using our official number listed under 'We're here to help'.
- · Call us promptly if you think you may be a victim of a scam or your accounts may have been compromised.

#### Check your accounts for unauthorised transactions

Keeping records, such as transaction receipts and any transaction or receipt numbers generated when using Internet Banking or phone banking can help you reconcile your account statements and identify suspected unauthorised transactions. If you ever need to trace a transaction, these details can also help us.

#### B1 General terms & conditions for electronic banking

#### **B1.1** Important information

- 1. Before you make any Electronic Transactions, please familiarise yourself with:
  - Part D 'Keeping your Accounts secure', and your obligations under that section;
  - the steps you need to take to report the loss or theft of your Visa Card and any Devices or any unauthorised use of your Account.



You may increase your liability for any Unauthorised Transactions if you fail to:

- · ensure the security of your Visa Card, Digital Wallets, or Security Information; or · promptly report any security breaches on your Account.
- You should check your statements regularly for any unauthorised use of your Accounts.

For more information, see Part C 'Issues and errors with Electronic Transactions' and Part D1 'How to protect your Accounts'.

#### Liability for Electronic Transactions which breach these Terms & Conditions

Subject to Part B1.7 Indemnity and Liability, 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 did not observe any of your obligations under these Terms &
Conditions or acted negligently or fraudulently.

#### **B1.2** Confirmation of Payee service



#### What is Confirmation of Payee?

The Confirmation of Payee service is an industry initiative that enables a person making a payment to an account with an Australian financial institution using the account's BSB and account number to confirm the account name of the account. We do not currently provide Confirmation of Payee to you. We will tell you when the service is made available.

From December 2025, if someone making a payment enters our BSB and your Account number, other financial institutions may disclose your Account details to their customers through the Confirmation of Payee services.

- 3. We will use reasonable endeavours to ensure your Account details are accurately recorded by us for use of the Confirmation of Payee service.
- 4. You authorise and consent to:
  - us using and disclosing your Account details through the Confirmation of Payee service;
  - payers' financial institutions using and disclosing your Account details for the purposes of the Confirmation of Payee service and prior to making payments to you; and
  - your Account details being disclosed, stored and used in connection with the Confirmation of Payee service.
- 5. We will act consistently with our obligations under any laws, industry rules, regulations and procedures that apply to the Confirmation of Payee service.

#### Opt-out requests

- 6. You may request that we withhold from sharing your Account details through the Confirmation of Payee service for an Account (opt-out request) by contacting us.
- 7. Even if we accept your request to opt-out of the Confirmation of Payee service, you acknowledge and authorise us to confirm, disclose, store and use your Account details through the Confirmation of Payee service to government agencies for the purposes of government agencies making payments to you.

#### **B1.3** Acceptance of payments

- 8. Whether a Merchant or other payee accepts an Electronic Transaction is at their or their financial institution's discretion. For example, not all payment terminals displaying Visa signs or promotional material may accept your Card or Digital Wallet.
- 9. We are not responsible if a Merchant, payment terminal, financial institution, or another bank refuses to accept or honour an Electronic Transaction.

#### **B1.4** Limits

10. We may apply transaction limits to the ways you access your Account, as well as to specific Electronic Transactions. Our default limits are set out in our Daily Limits document. You can ask us to apply a different limit. We can accept or decline such a request at our reasonable discretion. If you ask for a higher limit, your liability for unauthorised transactions may increase.

#### B1.5 Cancelling electronic access to your Accounts

- 11. You can contact us to cancel:
  - a) Your Visa Card (including any additional Cards you have asked us to issue)

- b) Your access to:
  - i. Internet Banking
  - ii. Phone Banking
- 12. To remove your Visa Card from your Digital Wallet, you will need to follow the instructions from the Digital Wallet provider.

#### Your liability after your electronic access is cancelled

- 13. You are liable for any transactions that you authorise before your access is cancelled even if they are not posted to your Account until after your access is cancelled. This includes:
  - a) transactions you perform after you have requested the cancellation but before we have been able to process your request; and
  - b) recurring payments you authorised before your access is cancelled. To stop recurring payments, you must take separate steps to cancel the recurring payment.

#### Our right to cancel your access

- 14. We will terminate electronic access to your Accounts when:
  - a) you close the last of your Accounts which has electronic access. In the case of a Visa
     Debit Card, access will be terminated when the Account to which it is linked is closed; or
  - b) you resign your Membership or where your Membership is terminated.

#### B1.6 Malfunction

15. If you suffer loss because our Phone Banking, Internet Banking, an ATM or payment terminal accepts your instructions but fails to complete an Electronic Transaction, our liability for your loss is determined as follows:

Circumstances of loss	Liability of loss
You should have been reasonably aware that the service was unavailable or malfunctioning	We will be responsible only for correcting errors on your Account and refunding any fees or charges imposed on you as a result
You could not have been reasonably aware that the service was unavailable or malfunctioning	You are not responsible for any loss.

#### **B1.7** Indemnity and Liability

16. Any indemnity given by, or liability imposed on you in Parts B to F of these Terms and Conditions is limited to the extent that any action, charge, claim, costs, damage, delay, expense, failure, fee, inconvenience, loss or mistake is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

#### B2 Ways you can access your Account electronically

#### **B2.1 Internet Banking**

- 17. If you access Internet Banking, then in addition to these Terms and Conditions, our Internet Banking Terms and Conditions will apply.
- 18. If you use our mobile banking application to access Internet Banking, then our Mobile Banking Terms and Conditions will also apply.

#### **B2.2 Phone Banking**

19. We do not warrant that the information available to you about your Accounts through Phone Banking is always up to date. We will endeavour to process all instructions initiated through Phone Banking promptly but there may be delays that are caused by factors beyond our control.

#### B2.3 Visa Card

- 20. If available on your Account, your Visa Card allows you to make purchases at retailers displaying the Visa Card logo anywhere in the world. You can also withdraw cash from your Account, anywhere in the world, using an ATM displaying the Visa Card logo.
- 21. We may choose not to give you a Visa Card for any reason, including if you are under 12 years old for Visa Debit Cards or under 18 years old for Visa Credit Cards.
- 22. Visa Cards must be destroyed when an Account is closed or a Card expires or is cancelled.
- 23. You must not use your Visa Card for an unlawful purpose (such as the purchase of goods or services prohibited by law).
- 24. We are not liable for any goods or services you purchase (for example, if the goods or services are defective, or the Merchant fails to supply the goods or services). However, in some cases, you may be entitled to a Chargeback under the Card Scheme Rules if you paid for the purchase with a Visa Card. Please see Part C3 Disputed Transactions for more details.

#### Additional cards

- 25. You may request that we issue an additional Card to a Third Party Operator. You authorise us to debit your Account with all transactions made using the additional card and you will be liable for all transactions carried out by your Third Party Operator on the Card as if you had made them yourself. See Part A3.2 'Third party operators' for more information.
- 26. You must ensure that each Third Party Operator protects their Card and PIN in the same way as these Terms and Conditions require you to protect your Card and PIN.
- 27. You can instruct us to cancel an additional Card at any time. We will then cancel the Third Party Operator's additional card. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the Third Party Operator after we receive your instructions to cancel their Card.

#### Expiry of your card

- 28. You must not use your Visa Card after the expiration date shown on the face of the Card, or after the Card has been cancelled.
- 29. If you have set up recurring payments using your Visa Card, such payments may continue to be processed in some circumstances until you cancel the recurring payment with the Merchant. If this occurs, you will continue to be liable for those payments (including any associated fees and interest) whether or not you have closed your Account.

#### Renewal of the Card

- 30. Unless you are in breach of these Terms and Conditions, or we reasonably consider it otherwise necessary for security purposes, we will automatically provide you with a replacement Card before the expiry date of the current Card or additional Card.
- 31. If you do not wish to receive a replacement Card, you can contact us and we will cancel any replacement Card we have issued you.

#### **B2.4** Digital Wallet

- 32. If you have a Device which has a Digital Wallet, you can register your Visa Card in the Digital Wallet to make Contactless Payments. If you register your Visa Card in the Digital Wallet our Digital Wallet Terms of Use will apply. These are available on our website.
- 33. We are not the provider of the Digital Wallet and are not responsible for its use and function. Your use of the Digital Wallet is subject to the Digital Wallet provider's terms and conditions.
- 34. Not all Merchants may accept Contactless Payments. Transaction limits may also be imposed by a Merchant.

#### Removing your Visa Card from a Digital Wallet

35. To remove your Visa Card from a Digital Wallet, you must follow the relevant instructions and procedures of the Digital Wallet provider.

#### Consent to share information

36. By registering for, or registering a Card in a Digital Wallet, you consent to us exchanging information about you with the Digital Wallet provider and the operator of the relevant Card scheme to enable the use or improvement of the Digital Wallet and providing information to you about your Digital Wallet transactions. We are not responsible for any loss, injury or other harm you suffer in connection with a Digital Wallet provider's use of your information.

#### B2.5 PayID

- 37. If you have an eligible Account, you may create a PayID for your Account.
- 38. For terms and conditions relating to the use of PayID, please see our PayID Terms & Conditions.

#### **B3** Electronic Transactions

#### **B3.1** Visa Card transactions

#### Using your Visa Card to receive payments

39. You can receive funds transferred to your Visa Card by another Visa cardholder via Visa Direct. To receive the funds, you need only provide the sender with your 16 digit Visa Card number. You must never provide the sender with any other information provided on your Card including, but not limited to, the expiry date and any Card Verification Value (CVV) or Card Security Code (CSC) value (the 3-digit code security code on the back of your Visa Card) or your PIN. The funds received will be credited to the Account linked to your Visa Card. If you have more than one Account linked to your Visa Card we may credit the funds received to any of the Accounts linked to your Visa Card in our reasonable discretion. We may decline to receive and process funds sent to your Visa Card via Visa Direct and return the funds to the sender in our reasonable discretion including, but not limited to, where we believe it to be a suspicious transaction or we believe we are legally obliged to do so.

#### Making cash withdrawals with your Visa Card

40. At participating Merchants, you may conduct a Visa Debit Cash Out and withdraw cash with a purchase transaction when pressing the 'CR' button.

#### Using your Visa Card for foreign currency transactions

41. Transactions performed in a foreign currency are converted into Australian currency by Visa International, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the date on which Visa processes the transaction.

- 42. Foreign currency conversion fees will apply. Please refer to our Fees & Charges document for currency conversion fee amount.
- 43. If you use your Visa Card overseas, some Merchants, ATMs and payment terminals may charge a surcharge. Once you have confirmed that transaction you will not be able to dispute the surcharge.
- 44. Contactless payments may not work outside of Australia.



If a conversion fee or surcharge is applied to your foreign currency transaction, this may appear on your statement as part of the purchase price.

#### Regular payments

- 45. If you authorise a Merchant to take Regular Payments from your Visa Card, we must process the transaction at the Merchant's request.
- 46. You should maintain a record of the arrangement you enter with the Merchant, including any changes or requests to cancel the arrangement. If the Merchant fails to act in accordance with your instructions, you may be able to dispute the payment and we may be able to seek a Chargeback on your behalf see Part C3 Disputed Transactions.
- 47. You must update your Regular Payment arrangement with the Merchant if:
  - a) we issue you a new Visa Card and your Card details changes, or
  - b) your Account linked to the Visa Card is closed (either by us or you).
- 48. Not doing so may result in the transaction not being honoured, and the Merchant may stop providing the goods and/or services to you.

#### **B3.2** Direct debits

49. You can arrange direct debit payments to be taken out of an eligible Account by a Merchant by entering into a Direct Debit Service Agreement with the Merchant. You must identify the Account to be debited by providing our BSB and your Account number, otherwise the payment may not be able to be processed.

#### Cancelling a Direct Debit arrangement

- 50. If you wish to cancel a Direct Debit arrangement, you can instruct us to cancel the Direct Debit on your behalf by providing notice specifying the date you wish the payment to cease.
- 51. We also suggest that you notify the Merchant of your intention to cancel the arrangement.
- 52. We will take action to cancel a Direct Debit arrangement within one Business Day of receiving the request if you ask us to do so and we will not be responsible for any payments deducted from your Account until the Direct Debit is cancelled.

#### Dishonouring a Direct Debit payment

- 53. If you have insufficient funds in your Account for a Direct Debit Payment, we may decline to act on the Direct Debit authorisation. You may be charged a dishonour fee in accordance with our Fees & Charges document. In addition, we will not be liable for any cost, loss or damage incurred by you as a result of the payment being dishonoured.
- 54. We may at our discretion, allow the Direct Debit to be paid and to overdraw your Account for this purpose. If this occurs, please see Part A2.6 'Overdrawing your Account' and our Fees & Charges document.

#### **Unauthorised Direct Debit payments**

55. We will promptly investigate if you tell us that a Direct Debit arrangement was not authorised or is otherwise irregular.

#### B3.3 PayTo

- 56. You can nominate eligible Accounts to be used for PayTo Payments with participating Merchants or Payment Initiators.
- 57. You will need to enter into a PayTo Agreement with the Merchant. Your use of an Account for PayTo Payments is subject to our PayTo Terms and Conditions.

#### **B3.4** Pay Anyone Payments

- 58. If your Account allows, you can make a Pay Anyone Payment to an Account with us or to an Account with another financial institution through Internet Banking.
- 59. We may process any Pay Anyone Payment as:
  - a) an Osko Payment (sometimes referred to as a 'fast payment'). Osko Payments are usually available to the payee on a 24/7 near real-time basis; or
  - b) a Direct Entry Payment. Direct Entry Payments are subject to processing times which are set out below under the sub-heading 'Direct Entry Payments'.
- 60. Regardless of how a Pay Anyone Payment is processed, your Account will be debited immediately.



If you arrange a Pay Anyone Payment (through Internet Banking) to occur on a specified day, rather than immediately, this will be processed as a Direct Entry Payment.

#### Your obligations when making a Pay Anyone Payment

- 61. You must ensure that the BSB and account number or PayID and the details of the payment you are making are correct. We may be unable to process a Pay Anyone Payment if you do not give us all the required information or if any of the information you give us is inaccurate or incomplete.
- 62. You cannot stop a Pay Anyone Payment once you have submitted the request unless you have scheduled it to occur at a later date, in which case you can stop it before the payment date.
- 63. If you pay the wrong person, it is not always possible for us to recover your funds. Please refer to Part C2 'You've made a Mistake' in relation to mistaken payments.
- 64. When you make a Pay Anyone Payment, we may display the name of the account you are paying, or the name registered to a PayID. If we do, you must check that the name reasonably represents the person you wish to pay before confirming your instructions. If you do not believe the account belongs to the person or business you wish to pay, you must not proceed with the Pay Anyone Payment.
- 65. You must not engage in any unacceptable conduct when using the Pay Anyone Payment services see Part A2.1 'Unacceptable Conduct'. In particular, any reference or description you include with a Pay Anyone Payment must not contain, reference or link to:
  - a) any swearing, profanity, offensive, discriminatory, threatening or abusive content;
  - b) any information that is confidential or must be kept secret:

- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
- d) anything which infringes the intellectual property rights of any person; or
- e) anything which is illegal or seeks to promote illegal activity.
- 66. If we think it is appropriate to do so, we may disclose the information you include in a Pay Anyone Payment reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.
- 67. You are responsible for ensuring that you have sufficient funds available in your Account to cover any scheduled payments. Please see Part B3.6 'Future-dated payments'.
- 68. You should notify us promptly if you think that:
  - a) you have made a mistake when making a Pay Anyone Payment;
  - b) you did not authorise a Pay Anyone Payment that has been debited to your Account or you think a Pay Anyone Payment has not been processed in accordance with your instructions:
  - c) you become aware that a Pay Anyone Payment made using a PayID from your Account was directed to an incorrect payee; or
  - d) you were fraudulently induced to make a Pay Anyone Payment.



For your rights and liabilities in relation to mistaken payments and unauthorised transactions, see Part C 'Issues and errors with Electronic Transactions'.

#### Osko Payments

69. We will tell you if your Pay Anyone Payment will be processed as an Osko Payment when we accept your Pay Anyone Payment instruction from you.



If you are making an Osko Payment, the payment screen will display the Osko symbol:



- 70. The availability of Osko Payments is dependent on the payee account's eligibility to receive Osko Payments. If the payee account is ineligible for Osko Payments, we will process the Pay Anyone Payment as a Direct Entry Payment.
- 71. Notwithstanding the above, we may choose to send a Pay Anyone Payment as a Direct Entry Payment at our discretion. You should not assume that Osko Payments will always be available.
- 72. The reference or description you include with a Pay Anyone Payment may not be included in the relevant Account statement, or may be included in a truncated form.

#### **Direct Entry Payments**



'Auto Transfer Order' is the terminology we use for Direct Entry Payments which are arranged through our branches, and not through Internet Banking.

- 73. We may allow you to arrange Direct Entry Payments (also referred to as Auto Transfer Orders) through our other service channels as a staff-assisted service, however, this is at our discretion and a fee may apply. See our Fees & Charges document.
- 74. You are responsible for ensuring that you have sufficient funds available in your Account to cover any scheduled payments. Please see Part B3.6 'Future-dated payments'.
- 75. We will process Direct Entry Payments on the same Business Day or the next Business Day depending on whether the payment is submitted before the Cut Off Time.
- 76. The payee will generally receive the payment on the next Business Day after we process the Direct Entry Payment. However, this is subject to the arrangements and processes of the payee's financial institution. Direct Entry Payments may take longer to be credited to the payee account and you should not assume that the payment will be credited to the payee account or available to the payee within any specific timeframe.
- 77. You can change or cancel a scheduled Direct Entry Payment which you set up through Internet Banking up to 1 Business Day before the scheduled payment date. If you do not give us at least 1 Business Day to process the change or cancellation, we may not be able to process your request in time and you will be responsible for any payments deducted from your Account.

#### Delays

- 78. Delays may occur in processing Pay Anyone Payments (whether processed as an Osko Payment or a Direct Entry Payment) where:
  - a) we experience a services disruption which prevents us from processing transactions;
  - we are required to delay processing a transaction in compliance with any applicable laws (including any laws relating to anti-money laundering, counter-terrorism financing and sanctions):
  - c) you fail to comply with your obligations under these Terms and Conditions and we reasonably delay processing;
  - d) the financial institution at which the payee account is held or the relevant Accountholder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
  - e) the financial institution at which the payee account is held delays processing; or
  - f) we delay processing of the Pay Anyone Payment to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.
- 79. Subject to Part B1.7 Indemnity and Liability, we will not be liable to you for any delay in a Pay Anyone Payment being processed or received by the payee.

#### Failed payments

- 80. If we are advised that your Pay Anyone Payment cannot be processed by the other financial institution or it fails and cannot be completed for any reason, we will credit your Account with the amount of the payment.
- 81. Where we have transferred funds to another financial institution as part of processing a Pay Anyone Payment that has failed or cannot be completed, we will not credit your Account with the amount of the payment until the funds have been returned to us from the other financial institution.

#### **B3.5 BPAY® Conditions of Use**

- 82. BPAY® Payments can be made from eligible Accounts to participating Merchants through Internet Banking. Your access and ability to make BPAY® Payments may be subject to additional restrictions from third party organisations including Merchants and other financial institutions.
- 83. You must check that all the details of the BPAY® Payment are correct. A BPAY® Payment instruction is irrevocable. Except for future-dated payments, you cannot stop or reverse a BPAY® Payment once you have instructed us to make it. You can arrange BPAY® Payments up to 60 days in advance of the date that they are due see additional terms at Part B3.6 Future-dated payments.
- 84. If you arrange a BPAY® Payment, but close your Account before the BPAY® Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY® Payment.
- 85. You should keep a record of the BPAY® receipt numbers on the relevant bills.

#### **Processing BPAY® Payments**

- 86. A BPAY® Payment is treated as received by the Biller:
  - a) on the date you direct us to make it, if we receive your direction by the Cut Off Time; or
  - b) otherwise, on the next Business Day after you direct us to make it.
- 87. The BPAY® Payment may take longer to be credited to a Biller if you instruct us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® Payment as soon as they receive its details.
- 88. A delay may occur in processing a BPAY® Payment if:
  - a) there is a public or bank holiday on the day after you instruct us to make the BPAY® Payment:
  - b) you tell us to make a BPAY® Payment on a day which is not a Business Day or after the time we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day;
  - c) a Biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.
- 89. If we are advised that your payment cannot be processed by a Biller, we will:
  - a) advise you of this;
  - b) credit your Account with the amount of the BPAY® Payment; and
  - c) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

#### Unauthorised BPAY® transactions

90. In the case of BPAY®, if you notify us that a BPAY® Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY® Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.

#### **B3.6** Future-dated payments

- 91. This section applies if you have scheduled a future-dated Pay Anyone Payment or BPAY® Payment.
- 92. You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly. You should contact us promptly if there are any problems with your future-dated payment.
- 93. You can cancel a future-dated payment before the date of the payment through Internet Banking. You cannot stop a payment on or after the date for payment.
- 94. If there are insufficient Available Funds in your Account when we process your payment, we may decline the payment.

#### **B3.7** Transferring money overseas

- 95. You can transfer money overseas through telegraphic transfers (also referred to as an International Transfer, or International Money Transfer). Telegraphic transfers can be performed through Internet Banking or by submitting a form to one of our branches.
- 96. Please see the terms and conditions set out in the 'International Money Transfer Terms and Conditions' document available on our website or at any of our branches.

#### **B3.8 Electronic credits**

- 97. You can receive money into your Account via electronic credits. To amend any recurring electronic credits to your Account, you will need to contact the person or organisation responsible for initiating them.
- 98. Subject to Part B1.7 Indemnity and Liability, we are not liable for any loss or damage you suffer as a result of the failure of a third party to make a payment or transfer funds to you by electronic credit, or for any mistake as to the amount of such payment or transfer, or for any delay amending or cancelling any electronic credit or payment arrangement.

#### **Payment Splits**

99. This section applies if you have an existing Payment Split for a recurring electronic credit you receive. No new Payment Splits can be set up by you however we may, at our reasonable discretion, set up a Payment Split.

## Cancelling & amending Payment Splits

A Payment Split will remain active until you cancel it. We will modify or cancel an existing Payment Split if you ask us to.

We may amend an active Payment Split as we consider appropriate from time to time. We are not required to obtain your consent or give you advance notice before amending an active Payment Split, but where we do not give you advance notice we will inform you promptly after doing so. For example:

- if a Payment Split has been set up to cover loan repayment obligations, we may amend the Payment Split to reflect any changes to those repayment obligations;
- b) if a Payment Split has been set up in relation to electronic credits from your employer, and there is a change to your employer or their payment identification details, we may amend the Payment Split to reflect the new details.

We may cancel or amend a Payment Split at any time in accordance with our legitimate business interests by giving reasonable notice to you, except where there is a material or immediate risk (including loss to you or us) in which case we may provide no advance notice. We are not required to obtain your consent and where we do not give you advance notice we will inform you promptly after doing so.

## Where we set up Payment Splits

We may at our reasonable discretion set up a Payment Split to cover payment obligations you have to us (for example, for loan repayments) from time to time. We are not required to obtain your consent or give you advance notice before we do so, but where we do not give you advance notice we will inform you promptly after doing so.

We will tell you promptly when we exercise our discretion to set up, amend or cancel a Payment Split.

You are responsible for ensuring that arrangements are in place to meet any payment obligations you have. This includes asking us to cancel or amend any Payment Splits where necessary. Our rights under this section are at our reasonable discretion and we are under no obligation to proactively set up, amend, cancel or update a Payment Split.

# Processing of Payment Splits

Where a Payment Split applies, we will apply the credits to your Accounts in accordance with the Payment Split within a reasonable time of us receiving value from the sending institution and in accordance with our obligations under the rules, regulations and procedures that apply to the payment channel the electronic credit was received through. Where an Account of yours (including accounts for credit contracts) receives funds through an electronic credit (including following a Payment Split), we may reverse the credit to your Account or Accounts if we, for any reason whatsoever, do not receive value for it or we are required to return it to the sender.

# Liability for Payment Splits

Subject to Part B1.7 Indemnity and Liability, we are not liable for any cost, loss, damage or inconvenience incurred by you as a result of a Payment Split being set up, amended, suspended, cancelled, or from a Payment Split not being updated to reflect changes to the electronic credits you receive or your repayment obligations to us.

# Part C – Issues and errors with Electronic Transactions

- If you identify any issues or errors with any payments on your Account (including any Unauthorised Transactions), you should contact us promptly.
- 2. We will attempt to make sure that your transactions are processed promptly (including BPAY® Payments to participants in BPAY® and payments to external parties), and you must tell us promptly if:
  - a) you become aware of any delays or mistakes in processing your transaction;
  - b) you did not authorise a transaction that has been made from your Account; or
  - c) you think that you have been deceived or scammed into making a transaction. This
    section sets out your rights and liabilities where a payment is disputed, made in error, or
    unauthorised.

# C1 Payment disputes

3. If you have a dispute about a payment and you would like a refund, you will generally need to try and resolve the dispute with the person you paid directly.

### C1.1 If you paid using a Visa Card

4. If you make a purchase using your Visa Card, in some circumstances (such as where an unauthorised purchase occurs, or there is non-delivery of goods ordered), the Card scheme rules allow us to dispute a transaction and seek a refund for you from a Merchant. This is referred to as a 'Chargeback'.

# What you need to do

- · Contact us as soon as you become aware of a disputed transaction.
- · Make sure you give us any information or material that we reasonably request to support a Chargeback.
- · Usually, you will need to dispute the payment with the Merchant before we can initiate a Chargeback request for you.

# Applicable timeframes

Chargeback requests must be submitted within certain timeframes. Depending on the circumstances, the timeframes that apply under the Card scheme rules vary between 75 days and 120 days from when the transaction occurred.

These timeframes do not apply if the disputed transaction is an unauthorised transaction where the ePayments Code applies.

### C1.2 Other types of payments

### Pay Anyone Payments

- 5. Except as expressly provided in Part C2 'You've made a mistake', refunds cannot be processed in respect of Pay Anyone Payments.
- 6. Where a Pay Anyone Payment has been correctly completed but you have a dispute with the person to whom the funds were transferred, you will need to resolve the dispute directly with that person.
- 7. No Chargeback rights are available in relation to Pay Anyone Payments, even if the payment has been made from a credit card account or another account with a Card linked to it.

### **BPAY® Payments**

8. No Chargebacks or reversals 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 including where the Merchant may have failed to deliver the goods and services to you. This clause operates with respect to BPAY® Payments sourced from Credit Card Accounts notwithstanding any statement to the contrary contained in any Card scheme rules

# C2 You've made a mistake

### C2.1 Pay Anyone Payment

 A Mistaken Internet Payment is when you make a Pay Anyone Payment to the wrong person, because you entered the incorrect account details (e.g. incorrect BSB and account number, or payment identifier such as PayID).



Contact us as soon as you become aware of any potential mistaken payments. Any delays may impact our ability to recover the funds for you.

- 10. We will investigate every Mistaken Internet Payment reported to us. If we are satisfied that a Mistaken Internet Payment has occurred, we will send the financial institution to which the funds were sent a request for the return of your funds. We will notify you within 30 Business Days of the Mistaken Internet Payment report of the outcome of our attempt to recover your funds. If the other financial institution returns the funds to us, we will credit this to your Account as soon as practicable.
- 11. The steps that the other financial institution is required to take depends on when you report the payment:

When you report the payment	Timeframe in which the other financial institution is supposed to respond
Less than 10 Business Days after the payment is made	If there are sufficient funds in the unintended recipient's account, and the other financial institution is satisfied that a Mistaken Internet Payment has occurred, they are required to return the funds to us within 5 to 10 Business Days of receiving our request.
Between 10 Business Days and seven months after the payment is made	· The other financial institution has 10 Business Days to investigate whether they are satisfied that a Mistaken Internet Payment has occurred
	· If they are satisfied that a Mistaken Internet Payment has occurred and there are sufficient funds in the unintended recipient's account, then they must restrict access to the disputed funds for a further 10 Business days during which the unintended recipient can establish their entitlement to the funds.
	· If the unintended recipient does not establish an entitlement to the funds, the other financial institution must return the funds to us within 2 Business Days
More than seven months after the payment is made	If the other financial institution is satisfied that a Mistaken Internet Payment has occurred, then they must seek the consent of the unintended recipient to return the funds to us.

- 12. You may be unable to recover your funds if:
  - a) we are not satisfied that you have made a Mistaken Internet Payment;
  - b) the unintended recipient's financial institution is not satisfied that you have made a Mistaken Internet Payment, or despite this view, seeks the consent of the unintended recipient to return the funds, but that recipient does not give that consent;
  - where the consent of the unintended recipient is required to return the funds, they do not give that consent;
  - d) the unintended recipient of the Mistaken Internet Payment has insufficient funds in their account to facilitate the return of the full value of the Mistaken Internet Payment (and the receiving financial institution's reasonable endeavours to retrieve the funds from the unintended recipient are unsuccessful); or
  - e) the unintended recipient's financial institution does not subscribe to the ePayments Code.
- 13. Subject to Part B1.7 Indemnity and Liability
  - a) we will not be liable to you for any loss you suffer as a result of a Mistaken Internet Payment;
  - b) you indemnify us against any loss or liability we may incur which arises from a Mistaken Internet Payment made or received by you.

### Complaints about Mistaken Internet Payments:

14. If you are not satisfied with our handling of a Mistaken Internet Payment, then you can make a complaint to us – see Part B1.1 'Important Information' for information on how to make a complaint.

### You've paid the wrong amount

15. If you make a Pay Anyone Payment and later discover that:

What's happened	What you need to do
You've paid more than you meant to	Contact the payee to obtain a refund of the excess.
	If the payment was processed as an Osko Payment and if you ask us to, we may be able to request that the funds, or just the overpaid amount, be returned to you. However, the amount will not be returned to you unless the payee consents to their financial institution returning the funds.
You've paid less than you meant to	Make another payment for the difference between the amount you actually paid and the amount you needed to pay.

- 16. Where we consider it appropriate and we are reasonably able to do so, we may ask the financial institution to whom the funds were transferred to return the funds to us, on your behalf. However, depending on the circumstances, the other financial institution may not return the funds to us unless the relevant Accountholder consents.
- 17. If the funds are returned to us, we will credit it to your Account and make it available to you as soon as practicable.
- 18. Subject to Part B1.7 Indemnity and Liability, you indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that a Pay Anyone Payment be returned on your behalf. We may debit any such indemnified loss, damage or cost from any Account you hold with us.

### C2.2 Other types of payments

#### **BPAY®**

- 19. You should notify us promptly if you think that you have made a mistake (except for a mistake as to the amount you meant to pay for these errors see Clause 22 of Part C2.2 'Other types of payments') when making a BPAY® Payment or if you did not authorise a BPAY® Payment.
- 20. You must provide us with written consent addressed to the Biller who received that BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.
- 21. If you make a BPAY® Payment and later discover that:
  - a) the amount you paid was greater than the amount you needed to pay you must contact the Biller to obtain a refund of the excess: or
  - b) the amount you paid was less than the amount you needed to pay you can make another BPAY® Payment for the difference between the amount you actually paid and the amount you needed to pay.
- 22. If you are responsible for a mistaken BPAY® Payment and we cannot recover the amount from the person who received it within 20 Business Days of us attempting to do so, you will be liable for that payment.

## Damage

- 23. Clause 24 does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 24. Unless otherwise expressed under these Terms & Conditions and subject to Part B1.7 Indemnity and Liability, we are not liable for any loss or damage you suffer as a result of using BPAY®, or in relation to any breach of a condition or warranty implied by the law into contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent. To the extent permissible by law, these conditions and warranties are excluded.

### **C3 Unauthorised Transactions**

### C3.1 Your liability for Unauthorised Transactions.



An Unauthorised Transaction is a transaction which is carried out electronically by someone without your knowledge and consent. This may not include, for example, a transaction as a result of you being tricked into giving a fraudster your Security Information.

25. We comply with the ePayments Code to determine your liability for losses resulting from Unauthorised Transactions. Your liability for Unauthorised Transactions is set out in the below table:

#### Scenario Your liability Unauthorised Transactions to which you You are liable in full for your actual losses. have contributed However, you are not liable for: · the loss occurs before you notify us that your · the portion of the loss on your Account that Access Method or any part of you Access exceeds any applicable daily or periodic Method has been misused, lost or stolen transaction limits: or used without your authorisation, or any · the portion of the loss on your Account Security Information has become known to which exceeds the balance of your Account someone else, AND (including any prearranged credit); or · we prove, on the balance of probabilities, · all losses incurred on any Account which you that you contributed to the loss through had not agreed with us could be accessed vour involvement in the fraud or vour failure using the Access Method. to protect your Security Information in accordance with Part D1.1 Protecting your Security Information. Loss due to unreasonable delay in telling You will be liable for your actual losses. us about loss or compromise of an Access However, you will not be liable for: Method · the portion of the loss on your Account that · the loss occurs between when you became exceeds any applicable daily or periodic aware of (or should reasonably have transaction limits: become aware of) the misuse, loss, theft or · the portion of the loss on your Account compromise of your Access Method and which exceeds the balance of your Account when you told us about the relevant security (including any prearranged credit); or compromise: AND · all losses incurred on any Account which you · we prove, on the balance of probabilities, that had not agreed with us could be accessed you contributed to the loss by unreasonably using the Access Method. delaying telling us of the relevant security compromise. Unauthorised Electronic Transactions due to You are liable for your losses. Card left in ATM You, or someone authorised by you, leaves your Card in an ATM which incorporates reasonable safety standards that mitigate the risk of unauthorised Cards being left in the

MTA

### Scenario

# Transactions requiring a PIN or other Security Information

Security Information was required to perform the unauthorised Electronic Transaction, and you have not contributed to your loss through:

- · fraud or failure to protect your Security Information;
- · unreasonably delaying telling us about a security compromise; or
- · leaving your Card in an ATM.

# Unauthorised Transactions (non-Electronic Transactions) due to delay in notifying us of loss of Visa Card or Device

- the loss occurs before you notify us that your Visa Card or Device has been lost, stolen or misused: AND
- · you unreasonably delay notifying us of the security compromise.

### Your liability

Your liability for any loss of funds is the least of:

- · \$150.00;
- the balance of your Account, including any prearranged credit; and
- · your actual loss at the time you notify us that your Access Method or any part of your Access Method has been misused, lost, stolen or used without your authorisation, or that your Security Information has been compromised (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).

You are liable for Unauthorised Transactions on your Visa Card without use of your PIN or your Device

## C3.2 When you are not liable for Unauthorised Transactions

- 26. The Accountholder is not liable for losses caused by Unauthorised Transactions made using Electronic Banking if:
  - a) it is clear you have not contributed to the loss;
  - b) it was caused by the fraudulent or negligent conduct of employees or agents of:
    - · us;
    - · any organisation involved in the provision of a Payment scheme or system;
    - · in the case of Visa Card or Digital Wallet transactions any Merchant; or
    - · in the case of BPAY® any Biller;
  - it related to a forged, faulty, expired or cancelled Access Method or any part of the Access Method:
  - d) it was caused by the same Electronic Transaction being incorrectly debited more than once to the same Account;
  - e) they are made using:
    - · your Account number or Card number without your Security Information; or
    - a Card or Device without your Security Information, unless you unreasonably delay notifying us of the loss or theft of the Card or Device;

- f) resulting from unauthorised use of your Access Method or any part of your Access Method:
  - before you receive all parts of your Access Method necessary for that unauthorised Electronic Transaction; or
  - after you notify us in accordance with Parts D1.1 and D1.2 that your Access Method
    or any part of your Access Method has been misused, lost or stolen or used without
    your authorisation, or, where relevant, that the security of your Security Information
    has been breached.
- 27. We will be liable for any losses arising because our call centre is not operating at the time of attempted notification, as long as you promptly report the loss, theft or unauthorised use to us during business hours.

# Part D – Keeping your Accounts secure

# D1 How to protect your Accounts

- 1. You must make every effort to protect your Accounts from unauthorised use and to prevent fraudulent or unauthorised use of your Accounts.
- 2. This includes taking steps to prevent theft, loss or unauthorised use of:
  - your Card
  - · any Device on which you have enabled a Digital Wallet
  - any Device on which you have installed our mobile banking application or logged into Internet Banking
  - · any Security Information (including one-time passcodes)
- Part D sets out guidelines about things you should do to keep your accounts secure. An
  Accountholder's liability for any Electronic Transactions will be determined in accordance
  with Part C.

### **D1.1 Protecting your Security Information**



Failing to protect your Security Information may affect your liability for unauthorised transactions.

For more information, see Part C 'Issues and errors with Electronic Transactions' and Part D1 'How to protect your Accounts'.

- 4. You will need a PIN or other Security Information to use your Card, Phone Banking and Internet Banking. Security Information helps prevent fraudulent and unauthorised access to your Account.
- 5. We may update our security requirements from time to time. This may include introducing different types of authentication methods, or strengthening any requirements relating to the Security Information you can choose.
- 6. This section sets out your obligations in relation to any Security Information. In summary:
  - a) Choose Security Information that is not obviously linked to you. For example, do not use characters or symbols that represent your birth date or a recognisable part of your name.
  - b) You must keep your Security Information secret. You must not tell or show them to another person, including your family and friends.
  - c) If you keep a written record of the Security Information, you must take reasonable steps to disguise the Security Information or prevent other people from finding or seeing it.
  - d) You must look after your Security Information including taking steps to reduce the chance that it may be seen by another person or used without your authorisation.
  - e) Tell us promptly if you think there has been unauthorised use of your Security Information, or that it is no longer secret. If you are able to, you should promptly change your Security Information.



If you are accessing any services that require you to enter your Security Information, including Phone Banking and Internet Banking, make sure you have accessed the service using our official details as set out under the section 'We're here to help'.

Scammers can set up sophisticated websites and phone lines which look and sound like you are dealing with us or other legitimate businesses.

### D1.2 Visa Card and Digital Wallet Security Guidelines

- 7. There are also additional measures you should take to protect your physical items. You must:
  - a) sign your Card as soon as you receive it;
  - b) keep your Card in a safe place;
  - c) never write your PIN on your Card or on anything that is kept with or near the Card;
  - d) never lend the Card or a Device with your Digital Wallet to anybody;
  - e) promptly report the loss, theft or unauthorised use of the Card or Device to us. You should also contact us if you believe there are errors with your Card.



Keep a record of the Card number and our contact details for your area with your usual list of emergency telephone numbers.

### D1.3 Other steps to take

- 8. There are some other steps you should take to protect your Accounts. These are:
  - a) Promptly notify us of any change to your address or contact details.
  - b) Keep your receipts and records of transactions in case you need to verify transactions on your account statement.
  - c) Check your account statements promptly upon receiving it to identify and report, as soon as possible, any instances where your Card or Device has been used without your authority.
  - d) Never allow remote access to any of your devices.
  - e) Install up-to-date anti-virus software on your devices to detect and prevent online attacks.

# D2 Lost, stolen or compromised Security Information, Cards and Devices

9. If you think the security of your Account is at risk, you should take action promptly. You must give us all information that we reasonably request from you.



If you don't take steps promptly, you may become liable for Unauthorised Transactions that occur on your Account. See Part C 'Issues and errors with Electronic Transactions' for information about your liability.

What's happened	What to do	
Your Card has been lost, stolen or compromised.	Contact us.	
Your Device has been lost, stolen or compromised.	Even if you haven't registered your Card for Digital Wallet or don't use your Device for Internet Banking, you should still contact us if your Device is lost, stolen or compromised as it may be prudent to deregister your mobile number or email address if you use these for multi-factor authentication.	
There has been or you're worried there could be unauthorised access to your Account.		
For example:		
· there have been Unauthorised Transactions on your Account		
· your Device may have been compromised e.g. hacked or malware installed		
Your Security Information is no longer secret or is compromised.	Change your Security Information promptly. Some Security Information can be changed through Phone Banking or Internet Banking. You can also contact us.	

# Part E – What you can expect from us

### E1 Codes that we subscribe to

### **Customer Owned Banking Code of Practice**

 We subscribe to the Customer Owned Banking Code of Practice. We will comply with the Customer Owned Banking Code of Practice as amended from time to time, when providing you with the products and services set out in these Terms and Conditions.

### ePayments Code

2. The ePayments Code is a regulatory framework that governs electronic payment transactions. When you carry out transactions covered under the ePayments Code (e.g. Electronic Transactions), we warrant that we will comply with the ePayments Code.

# E2 Changes to these Terms & Conditions and how we communicate with you

### E2.1 How we communicate with you

- We may communicate with you in any way the law allows us to. Communications include giving you information, as well as any notices we are required to give you by law or under these Terms and Conditions.
- 4. You must promptly notify us of any changes to your contact details and ensure the contact details we have for you are always current and correct.
- 5. Depending on the content of the communication, the ways we may communicate with you are:

#### Electronically **Post Publication** · to your address recorded · email. or We may give you a notice ·SMS in our membership by publishing it instead of records: or sending it directly to you. We may communicate with you electronically if you have given us We may do this: · to a mailing address you an electronic address (e.g. email or have given us · on our website or Internet SMS) for contacting you. Banking - in this case, we will tell you by email, If you are receiving our communications by post, we may SMS or other electronic instead communicate with you notification: or electronically if we have notified · by notice in a newspaper. you that we will do so, and you If you are receiving our have not opted out of electronic communications by post. communications. we may instead give you a You can ask us to communicate notice by publishing it on with you by post at any time. our website or Internet However, you may still receive Banking if we have notified communications electronically if you you that we will do so and have not opted out of eStatements you have not opted out of and we include the communication electronic communications. with an Account statement.

### **E2.2** Changes to Terms and Conditions

- We may change these Terms and Conditions. When we make changes, we will always act fairly and honestly towards you.
- 7. If we are required to give you notice of a change, we will do so in accordance with Part E2.1 'How we communicate with you'.
- 8. We will tell you in advance of a change in the circumstances set out in the 'Notification of Change Table' below. However, where we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement.
- We may give you less notice (or no notice) of an unfavourable change if we reasonably consider urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk or manage an immediate or material financial risk.
- You may choose to close your Account or Access Facility due to a change made by us under this clause.
- 11. BPAY® and other payment systems that are used by some Access Facilities are owned and operated by third parties. If the rules and regulations of BPAY® or such other third party require that these Terms & Conditions be changed in any way, at any time (including without prior or full notice to you) then, subject to any applicable laws or codes, we may change these Terms & Conditions accordingly.

### Notification of Change Table

Type of change	Minimum notice period
Increasing any fee or charge (excluding government charges)	30 days
Adding a new fee or charge (excluding government charges)	30 days
Changing the minimum balance to which an Account keeping fee applies	30 days, or where we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement
Changing the method by which interest is calculated	30 days, or where we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement
Changing the frequency with which interest is credited or debited	30 days, or where we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement
Changing the balance ranges within which interest rates apply	30 days, or where we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement

Type of change	Minimum notice period
Increasing your liability for losses in relation to Electronic Transactions	30 days
Imposing, removing or adjusting daily or periodic limits in relation to Electronic Transactions	30 days
Changing interest rates (other than interest rates linked to money market rates or some external reference rate)	Day of change
Other changes we make:	30 days, or where we reasonably
· if we reasonably consider that the change is not adverse to you	consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement
· to comply with any law, standard, regulator guidance, decision of a court or ombudsman	
· if we consider it reasonably necessary to manage our regulatory, credit, security, reputational or financial risk	
· if we consider it reasonably necessary to reflect current industry or market products or conditions	
· if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission	
· if the change reflects changes to our business or technological systems	
$\cdot$ to introduce a new service or feature, or to modify or remove a service or feature	
· if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service	
$\cdot$ to protect us or any other person from the risk of fraud or illegal activity	
· if the change is otherwise reasonably necessary to protect our legitimate interests	
Change to, or introduction of a government charge that you directly or indirectly pay as part of your banking service	We will tell you reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change

## E3 Steps we can take

### E3.1 Taking action to protect you or us

- 12. If we think it is necessary to protect your interests or ours, we can take the following actions:
  - a) Reduce transaction limits on your Account to zero
  - b) Temporary or permanent blocks on payments to a payee or a merchant, groups of merchants, or a geographical region
  - Reject or delay processing of electronic credits including delay making the funds available to you
  - d) Cancel or suspend your Security Information
  - e) Suspend your access to Pay Anyone Payments (including Osko Payments)
  - f) Deny, reject, freeze, delay or block a payment or transfer
  - g) Cancel or suspend your Card, Phone Banking, or Internet Banking
  - b) Disable the link between your Card and any Device on which you have registered for a Digital Wallet
  - i) Block you from adding your Card to a Digital Wallet
  - j) Suspend or cancel your ability to use your Card in a Digital Wallet
  - k) Lock or close a PayID created for your Account
  - I) Suspend or cancel access of a Third Party Operator

### When we may take action without telling you first

- 13. We will only take the above actions without telling you first, if we think it is necessary to protect your interest or ours. These reasons include:
  - a) We think there is a security risk to you or us or another party. For example, the person who you are paying or from whom you are receiving funds is listed on an Australian Government regulator's list of known scams or companies you should not deal with (e.g. www.asic.gov.au or www.moneysmart.gov.au).
  - b) We believe that there is an unacceptable risk of fraud, illegal activity or other unacceptable conduct, including if we suspect that you are engaging in fraudulent or illegal activity in connection with the Account, Access Facility or PaylD.
  - c) We are required to take action by law, or under the rules, regulations and procedures that apply to the applicable payment system.
  - d) We are directed or requested to do so by a regulatory or government body, a court, tribunal, ombudsman, a Digital Wallet Provider or applicable card scheme.
  - You are in breach of these Terms and Conditions and such action is reasonably necessary to protect our legitimate interests.
  - f) We reasonably consider your use of any Account or any functionality associated with any Account has caused or may cause harm (including but not limited to financial abuse or other abuse) to you, us or any other person.
  - g) We reasonably consider it necessary to review or investigate the transaction for:
    - · any fraudulent, illegal or improper activity or
    - compliance with applicable sanctions.

- h) We reasonably believe taking action is necessary to:
  - · protect the security or integrity of our systems, or
  - · prevent you or us suffering any loss or damage.
- i) We believe on reasonable grounds that making a payment may be in breach of the law in Australia or any other country.
- j) We have reasonable grounds to believe that there is a material risk of loss to you or us or we reasonably consider it necessary to manage any risk.
- k) We suspect unauthorised transactions have occurred on your Account or that the payment is an unauthorised transaction.
- I) We believe that there is a dispute in relation to a joint Account.

### Locking or closing a PayID

- 14. In addition to the above, we may lock or close a PayID created for your Account if:
  - a) we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
  - we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were incorrect, incomplete or misleading or have become so; or
  - we have closed or restricted the Account or you cease to be the Accountholder or authorised to use the Account.
- 15. We will tell you if we lock or close a PayID you have created and linked to your Account, within a reasonable period of doing so, unless it was done at your request.

# Limitation of our liability

16. Subject to Part B1.7 Indemnity and Liability, we are not liable to you for any loss or damage you suffer as a result of us taking any of the above actions to protect your interests or ours.

### E3.2 When we can close your Account

- 17. We may close any Account, other than a Term Deposit Account, at our reasonable discretion. Unless there are exceptional circumstances, we will give you at least 14 days' written notice and pay you the balance of your Account. Exceptional circumstances include where we need to manage a material or immediate risk (including loss to you or us) or as required by law.
- 18. We can close any Account without notice for one or more of the following reasons:
  - a) you breach these Terms and Conditions; or
  - b) you are not a Member, or you cease to be a Member; or
  - c) your Account balance falls below the minimum balance required for your Account type; or
  - d) you act in a threatening or abusive manner towards our staff; or
  - e) if we have reasonable grounds to believe that your Account is being used in connection with fraud, misuse or for an illegal purpose; or
  - f) if we have reasonable grounds to believe that there is a material risk of loss to you or us or we reasonably consider it necessary to manage any risk; or
  - g) if we reasonably consider your use of any Account or any functionality associated with any Account has caused or may cause harm (including but not limited to financial abuse or other abuse) to you, us or any other person; or
  - h) the law says we can or must.

19. In addition to the above, we may also close your Accounts in accordance with the processes outlined in Part E3.5 'Operating our business' where your Account is dormant, inactive or where we have combined your Accounts.

#### E3.3 Other action we can take

- 20. We may cancel your Visa Card without prior notice, if you have not used it in the last 12 months.
- 21. If you do not abide by the terms and conditions applicable to an Account, we reserve the right to convert your account to an alternative Account.
- 22. We may cancel your access to Phone Banking or Internet Banking in our reasonable discretion by giving you 30 days notice. The notice does not have to specify the reasons for cancellation. For example, where there is an age restriction on holding a particular account and you no longer satisfy that requirement.

### E3.4 Money you receive by mistake

23. Sometimes, money is incorrectly sent to you because someone making a 'pay anyone' payment online has incorrectly entered your account details (e.g. BSB and account number, or payment identifier e.g. PayID) instead of the intended account details. This is called a 'Mistaken Internet Payment'.

### Recovery Procedures

- 24. We will only initiate the recovery procedures outlined below if, after our investigation into the payment we are satisfied that a Mistaken Internet Payment has been made to your Account.
- 25. The recovery procedures depend on the availability of funds in your Account and how soon the payer reports the payment to their financial institution after making it.

When the payer reports the mistaken payment	Procedure
Less than 10 Business Days after the payment is made	· We will withdraw the amount of the Mistaken Internet Payment from your Account and return it to the relevant financial Institution within five Business Days of receiving the request from the sending financial institution or such longer period as is reasonably necessary, up to a maximum of 10 Business Days.
	· We are not required to tell you in advance or obtain your consent to return the Mistaken Internet Payment in this case
Between 10 Business Days and seven months after the payment is made	· We will restrict your access to your Account to the value of the Mistaken Internet Payment claim and tell you about the Mistaken Internet Payment claim
	· You will have 10 Business Days from the date we restrict your access to the funds to establish your entitlement to the funds.
	· If you do not establish your entitlement to the funds, we will treat the funds as a Mistaken Internet Payment and withdraw the amount from your Account and return it to the relevant financial institution. We are not required to obtain your prior consent to do so
More than seven months after the payment is made	We will obtain your consent to return the Mistaken Internet Payment to the relevant financial institution

#### Insufficient funds in Account

26. If you have insufficient funds in your Account to cover the value of the Mistaken Internet Payment at the time we are notified of the Mistaken Internet Payment, we may exercise our discretion to recover the funds (or part of the funds) from you including contacting you to discuss repayment options, subject to our obligations under the ePayments Code.

### E3.5 Operating our business

### Deducting payments from your Account

- 27. We may set up payments from your Account and deduct corresponding amounts where you have a contractual obligation to pay us, or you have otherwise asked or consented for us to do so. For example, you have repayment obligations under a loan you have with us or one of your Accounts has become overdrawn.
- 28. Where we have, at our discretion, set up a payment from your Account, we can also amend or cancel the payment at our reasonable discretion. We may need to do this, for example when your repayment obligations under your loan changes or you have set up a different arrangement to cover your payment obligations to us.
- 29. We will tell you promptly when we set up, amend or cancel a payment.
- 30. You are responsible for ensuring that arrangements are in place to meet any payment obligations you have. This includes asking us to cancel or amend any payments where necessary. Our rights under this section are at our reasonable discretion and we are under no obligation to proactively set up, amend, cancel or update a payment.
- 31. If there are insufficient Available Funds in your Account when we process your payment, we will check your Account balance for five consecutive days for sufficient Available Funds to make the payment. After this time if the amount is still unpaid, the transfer will be rejected and we will not attempt to make a further transfer until the next due date. A charge for the rejection may also apply (see the "Fees & Charges" document).
- 32. Subject to Part B1.7 Indemnity and Liability, we are not liable for any cost, loss, damage or inconvenience incurred by you as a result of a payment being set up, amended, suspended, cancelled, not updated to reflect changes to your repayment obligations to us or where we deduct such funds or refuse to act on any payments authorisation.

### **Dormant Accounts**

- 33. We may treat your Account(s) as dormant and/or your membership as inactive, if you do not transact on any of your Account(s) under your membership for at least 12 months.
- 34. Once your Account(s) and/or membership becomes inactive or dormant, we may:
  - a) close the Account(s) or membership;
  - b) close any PayIDs linked to your Account(s);
  - c) charge a dormant (inactive) fee: see our "Fees & Charges" document; or
  - d) stop paying interest or reduce the amount of interest.
- 35. In certain circumstances set out in our Constitution we may classify your deposit Account as dormant and we may redeem your member share.

36. If your Account(s) remains dormant for seven years (unless your Account is a Young Saver Account and the Accountholder is under the age of 18), we have a legal obligation to send balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money.

### Inactive accounts

- 37. We may deem your Account to be inactive if you have a balance of less than \$10, and you have not transacted on your Account for at least 3 months.
- 38. We may close an inactive Account without prior notice to you. If your Account has a positive balance, we may transfer that balance to another one of your Accounts. If your Account has a debit balance, we may transfer funds from any of your other Accounts to return your Account to a zero balance. See Part A2.6 'Overdrawing your Account' for more information.

#### Account combination

- 39. To protect our legitimate business interests and provided we are acting reasonably, we may without prior notice to you:
  - a) combine the balances of any of your accounts with Heritage and People's Choice Limited (whether under the business name 'People First Bank', 'Heritage Bank', 'People's Choice Credit Union' or another business name); or
  - b) apply any positive balance or available funds in any of your Accounts with Heritage and People's Choice Limited (whether under the business name 'People First Bank', 'Heritage Bank', 'People's Choice Credit Union', or another business name), or any amount we otherwise may owe you, towards satisfying any amount that you owe us, in any order we choose.
- 40. We will notify you in writing if we do this.
- 41. At our reasonable discretion, we may apply the balance of your funds in any other Account towards the repayment of any debt that you owe to us (i.e., by combining Accounts). We have the right to close your Account when we exercise our right to combine Accounts in this manner. Where we exercise our right to combine Accounts, we will notify you promptly.
- 42. Clauses 39 to 41 apply to all amounts, whether due or not, or due contingently. They do not apply to formal trust Accounts.

### Personal Accounts identified as Commercial

- 43. If we consider that you are operating a personal Account for commercial purposes (acting reasonably), we will give 30 days' written notice to provide evidence that the Account is being operated only for personal use.
- 44. If you do not respond within this time we are entitled to assume that your membership is being operated for commercial purposes and change the terms of your Account at our reasonable discretion to those that apply to an account operated for commercial purposes.

# Part F – The meaning of words in this document

### F1.1 In this document:

**Access Facility** means the facilities we provide to you from time to time to access your Accounts in accordance with these Terms & Conditions;

**Access Method** means a method authorised by us for your use as a form of authentication, and accepted by us as your authority to make a transaction or to access or change information about your Account, that does not require a manual signature, and includes, but is not limited to any combination of a Card, Digital Wallet, Account number, information provided on your Card (e.g. Card number, expiry date), or any Security Information;

**Account** means an account held with us which you can access using a Card or electronically, excluding a Term Deposit or prepaid facility;

**A1.4 Account Features & Comparison Table** means the table provided at Part A1. About your Account:

**Accountholder** means the person(s) in whose name(s) an Account or Access Facility is held and if there is more than one Accountholder it means the Accountholders jointly and severally;

**Available Funds** means the amount of funds which you may access from your Account. This would be:

- the total funds in your Account, less any transaction amounts that are still pending or not cleared, such as pending card, direct debit or cheque transactions; or
- the available credit (where applicable), less any transaction amounts that are still pending or not cleared, such as pending card, direct debit or cheque transactions.

Bank@Post™ means the electronic personal banking network offered by Australia Post;

Biller means an organisation which accepts BPAY® Payments;

**BPAY® Payment** means a bill payment transacted using the BPAY® electronic payment scheme provided by BPAY Pty Ltd ABN 69 079 137 518;

BSB means a Bank State Branch Number, which identifies the financial institution in Australia:

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday in the place in which any relevant act is performed or to be performed.

Card means any authorised card issued by us which can be used to access an Account;

Chargeback has the meaning set out in clause 5 of Part C1.1 'If you paid using a Visa Card'

**Contactless** means a payment that can be conducted by holding or tapping a compatible Card or Device in front of or near a payment terminal without having to insert or swipe the Card (e.g. Visa payWave);

Credit Card Account means an Account which you can access by using a Visa Credit Card;

**Device** means a mobile phone, tablet or other electronic device on which a Digital Wallet and/or our app for Internet Banking can be installed, or is otherwise used to receive or generate Security Information:

**Digital Wallet** means a software application installed on a compatible Device that allows you to register eligible Cards on the Device to make Contactless Payments using the Device instead of the Card (e.g. Google Pay, Apple Pay and Samsung Pay);

Direct Credit means a Direct Entry Payment to your Account;

**Direct Debit** means an arrangement made by the Accountholder for a third party to automatically debit funds from your Account through the Bulk Electronic Clearing System administered by the Australian Payments Clearing Association;

**Direct Debit Service Agreement** means the authority you provide to a third party to debit funds from your Account with us, and includes the Direct Debit request (or other form) that the third party may require you to complete;

**Direct Entry Payment** means an electronic transfer of funds processed through the Bulk Electronic Clearing System administered by the Australian Payments Clearing Association

**Electronic Transactions** means a transaction which is carried out by accessing your Account electronically, including through:

- · Visa Card
- · Digital Wallet
- · BPAY®
- · Internet Banking
- · Phone Banking;

ePayments Code means the ePayments Code adopted by us, as amended from time to time.

End of Day in respect of any calendar day means the earlier of:

- the time we commence our End of Day processing, being not before 9:00pm in South Australia;
   and
- · 11:29:59pm in South Australia;

**Internet Banking** means our online banking service whether accessed via an internet browser, or through an app for compatible iOS and Android devices;

**Mandate Management Service (MMS)** means the central, secure database operated by NPP Australia Limited where Payment Agreements are stored;

**Member Number** means the number we allocate to you to assist us in identifying you and to allocate products and services you hold. You may be allocated more than one Member Number under your Membership;

**Membership** means holding one member share in Heritage and People's Choice Limited enabling the Member to hold products and services we offer;

**Merchant** means a retailer or any other provider of goods or services. In relation to PayTo, Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement;

**Mistaken Internet Payment** means a Pay Anyone Payment where funds are paid into the account of an unintended recipient because the payer enters or selects a BSB number and/or payment identifier that does not belong to the named and/or intended recipient as a result of:

- · the payer's error, or
- the payer being advised of the wrong BSB number and/or payment identifier.

Note: The definition of mistaken internet payment is intended to relate to typographical errors when inputting a payment identifier. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

**National Contact Centre** means our call centre which can provide telephone assistance in relation to the products and services we offer;

NPP means the New Payments Platform owned and operated by or for NPP Australia Limited;

NPP Payment means a payment processed through the NPP and includes Osko Payments;

**Osko® Payment** means a transfer of funds processed using the Osko payment service provided by BPAY Pty Ltd;

**Pay Anyone Payment** means a payment processed using our 'Pay Anyone' facility in Internet Banking;

**PayID** means a unique payment identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP Payments;

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate PayTo Payments from your Account;

**Payment Split** means an arrangement that we have agreed to set up for you, or which we have chosen to set up, where electronic credits received by us (where the sender has used our BSB and your Member Number (instead of your relevant Account number) of a specific type or from a specific third party (for example, salary credits from your employer) are split and applied as one or more separate credits to one or more Accounts with us (which may include one or more of your Accounts, accounts for credit contracts to which you are a party and/or Accounts of another person). The terms applying to a Payment Split are set out in Part B3.9 Electronic credits;

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

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

PayTo Payment means an NPP Payment we make pursuant to a Payment Agreement;

**Phone Banking** means a service we offer through telephone which enables you to receive information from us audibly about your Accounts, or to transact on your Accounts;

**PIN** means the combination of number you need to enter when using a Card at an ATM or at a Merchant terminal:

**Regular Payment** means either a recurring payment from or an instalment payment to your Visa Card:

**Security Information** means any combination of alphanumeric characters and symbols used for security purposes including your PIN, password, passcode or other security code.

**Terms & Conditions** means these Terms & Conditions and our "Fees & Charges" document which comes with this brochure and any notice we give you about current interest rates;

**Third Party Operator** means any person nominated by you to operate your Account, or to whom we have issued an additional Card to access your Account(s) including a person authorised by you or a court or tribunal to operate on an Account(s):

**Unauthorised Transaction** means a transaction carried out electronically that is not authorised by a User. It does not include any transaction that is performed by a User themselves or by anyone who performs a transaction with the knowledge and consent of a User.

**User** means the Accountholder or an individual authorised by us and the Accountholder to perform transactions on an Account.

Visa means Visa Inc:

Visa Card means a Visa Debit Card or Visa Credit Card issued to you or a Third Party Operator by us;

Visa Credit Card means a Visa branded credit Card:

Visa Debit Card means a Visa branded debit Card:

**Visa Debit Cash Out** means the ability to take cash out using a Visa Debit Card at a payment terminal at participating Merchants using the 'CR' option;

**Visa Direct** means the funds transfer service provided by Visa which allows funds to be transferred from one Visa Card account to another by reference only to the Visa Card number;

We, us, our, People First Bank, People's Choice Credit Union, People's Choice, Heritage or Heritage Bank refers to Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310; and

You or your means, according to the context:

- · the Accountholder;
- · any Third Party Operator; and
- · any person the Accountholder authorises us to issue a Card to.

# **How to contact us**

You can contact us in any of the following ways:

- · T 13 11 82
- · F 1300 365 775
- · peopleschoice.com.au
- Post: People's Choice
   GPO Box 1942, Adelaide S.A. 5001
- · In person: At any of our branches

People's Choice Credit Union, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310. In this document, People's Choice Credit Union is referred to as People's Choice.