

# Access Methods Terms & Conditions

Effective date: 1 March 2024

## Bank of Heritage Isle

**Contact Centre:**

Phone: 134 347

**Email:**

[info@bankofheritageisle.com.au](mailto:info@bankofheritageisle.com.au)

**Website:**

[www.bankofheritageisle.com.au](http://www.bankofheritageisle.com.au)

**Contents**

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|   |    |
|---|----|
| 1. Definitions .....  | 1  |
| 2. ePayments Code and the Customer Owned Banking Code of Practice .....         | 2  |
| 3. Guidelines for ensuring the security of the Redicard/Visa Card and PIN ..... | 2  |
| 4. Guidelines for Access Method Security .....                                  | 3  |
| 5. BPay .....   | 3  |
| 6. Redial Terms and Conditions .....  | 8  |
| 7. Redicard .....   | 11 |
| 8. Visa Debit Card .....  | 15 |
| 9. Malfunction .....  | 19 |
| 10. Transaction Slips and Receipts .....  | 19 |
| 11. What should you do if you think there is a mistake? .....                   | 19 |
| 12. Transaction and Other Fees.....   | 20 |
| 13. Changing Terms and Conditions .....   | 20 |
| 14. Account Statements .....  | 21 |
| 15. Change of Name or Address.....  | 21 |
| 16. Privacy and Confidentiality .....   | 22 |
| 17. Renewal of Redicard or VISA card .....                                      | 22 |
| 18. Can We Add Further Services? .....  | 22 |

These Terms and Conditions take effect on and from 1 March 2024 except as otherwise advised in writing and replace all Conditions of Use and Terms and Conditions previously issued for BPAY, Redial, Redicard and Visa Debit Card.

These should be read in conjunction with the Financial Services Guide, which sets out other important information about the access methods. Together these two documents comprise the Product Disclosure Document for the access methods.

These Terms and Conditions govern the use of BPAY, Redial, Redicard and Visa Debit Card to access your Linked Account/s. We will process the value of all transactions, and any fees and charges, to your Linked Account/s. Each such transaction will be governed by these Terms and Conditions and by the terms and conditions for the relevant Linked Account.

- Effective 1 February, 2024, Bank of Heritage Isle will no longer automatically issue Cheque Books for new and existing accounts.

- Effective May 8, 2024, Cheque Book access will be discontinued for all new and existing accounts.

## 1. Definitions:

- 1.1 Access codes** – means the password which, with your Membership number, gives you access to your accounts through Redial.
- 1.2 Access Method** – means a method authorised by us for your use and accepted by us as authority to make a payment and/or access your account and includes but is not limited to your BPAY, Redial Telephone Banking, Redicard and Visa Debit Card. It also includes any combination of a card, an account number, card number, expiry date, PIN and password.
- 1.3 Account/s** – means any account which we agree you may access with your access method.
- 1.4 Ancillary Equipment** – means any equipment as specified by us that you will require to use an access method.
- 1.5 Banking Business Day** – means any day on which banks are able to effect settlement through the Reserve Bank of Australia.
- 1.6 ATM** – means an automatic teller machine
- 1.7 Biller** – means an organisation who tells you that you can make bill payments to them through BPAY.
- 1.8 BPAY** – means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other access method as approved by us from time to time.
- 1.9 BPAY Payment** – means a payment using BPAY.
- 1.10 BPAY Pty Limited** – means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.
- 1.11 Business Day** – means any day on which we are open for the transaction of business.
- 1.12 Card Details** – means the information provided on the card and includes, but is not limited to, the card number and expiry date.
- 1.13 Cuscal** – means Credit Union Services Corporation Australia Limited.
- 1.14 Cut Off Time** – means the time, as 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 by BPAY.
- 1.15 Day** – means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
- 1.16 Debit Cash Out** – means the ability to take cash out at a merchant during a purchase point of sale.
- 1.17 Electronic Equipment** – includes, but is not limited to, a computer, television, telephone and an Electronic Terminal.
- 1.18 Electronic System** – means the shared system under which electronic transactions are processed.
- 1.19 Electronic Terminal** – means the electronic equipment, electronic system, communications system or software controlled by or provided by or on behalf of the Bank or any third party for use with a Redicard or Visa Debit card and PIN to conduct an electronic transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.
- 1.20 Electronic Transactions** – means a transaction initiated by your instruction to:
- i. Withdraw cash from an automatic teller machine with the card and your PIN;
  - ii. Purchase goods and/or services using the card and your PIN that is not intended to be authenticated by comparing a manual signature with a specimen signature; and
  - iii. Make a payment via the internet or telephone using your card number and any associated security code if required.
- 1.21 Electronic Equipment** – means but is not limited to a computer, television, telephone and an Electronic terminal.
- 1.22 Identifier** – means information that you or a Nominee must provide to perform a transaction and which you or your nominee as applicable knows but is not required to keep secret, such as an account number or a serial number.
- 1.23 Linked Account** – means your account(s) which you link to a Redicard or Visa Debit Card, and includes any overdraft or line of credit which you may attach to your Linked Account.
- 1.24 Merchant** – means a retailer or any other provider of goods or services.
- 1.25 Nominee** – means any person nominated by you to whom we have issued an additional Redicard or Visa Debit Card to access your Linked Account(s).

## Access Methods Terms and Conditions

- 1.26** *PayWave* – means the functionality on specific Visa Debit cards that enables you to make small value purchases at participating Merchant outlets without using a PIN.
- 1.27** *PIN* – means the personal identification number issued to you or a nominee by us for use with a Redicard or Visa Debit Card when giving an instruction through Electronic Equipment.
- 1.28** *Redicard* – means the Redicard issued to you or a Nominee by us.
- 1.29** *Redidial Services* – means the services we provide through Redidial, which can include Redidial, Transfers and/or BPAY.
- 1.30** *Regular Payment Arrangement* – means either a recurring payment or an instalment payment agreement between you (the cardholder) and a Merchant, in which you have preauthorised the Merchant to bill your Linked Account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.
- 1.31** *Transaction* – means using the card for a transaction on your linked account(s) including withdrawing cash from an ATM, purchasing goods and/or services. For Visa cards – it also includes purchasing goods and/or services from VISA outlets, and making a payment via the internet or telephone using the VISA card number.
- 1.32** *Transfer* – means a transfer of funds that you instruct us to make internally to any of your accounts within the same Membership you have with us.
- 1.33** *Visa Debit Card* – means the Visa Card issued to you or a Nominee by us In addition, references to:
- 1.34** “we”, “us” “Bank” or “our” are references to Bank of Heritage Isle, ABN 95 087 650 799, AFSL/ Australian Credit Licence No. 240018, 25 Pelican Street, Surry Hills NSW 2010.
- 1.35** “you” or “your” are references to you, the account holder(s) in respect of the account from which you instruct us to make payments. This includes a reference to any holder of a joint account or any third party authorised by you to access and/or operate your accounts using these access methods, with the intent that you will be liable for any use of these access methods in respect of your account/s and for any failure on the part of any such third party to observe these Terms and Conditions.
- 1.36** Unless otherwise required by context, a singular word includes the plural and visa versa.

## **2. ePayments Code and the Customer Owned Banking Code of Practice**

- 2.1** We warrant that we will comply with the ePayments Code and the Customer Owned Banking Code of Practice where those codes apply and any other relevant industry code of practice that may apply.

- 2.2** The relevant provisions of the Customer Owned Banking Code of Practice apply to these Conditions of Use.

- 2.3** Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these conditions of use.

## **3. Guidelines for ensuring the security of the Redicard/Visa Card and PIN**

- 3.1** Sign the Redicard/Visa Card immediately upon receiving it and before using it. And where an additional card is issued to your Nominee, your Nominee immediately signs the card upon receiving it and before using it;
- 3.2** Keep the Redicard/Visa Card in a safe place;
- 3.3** If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;
- 3.4** Never write the PIN on the card;
- 3.5** Never write the PIN on anything which is kept with or near the card;
- 3.6** Never lend the card to anybody;
- 3.7** You must not voluntarily disclose the PIN to anyone, including a family member or friend.
- 3.8** Use care to prevent anyone seeing the Visa Card number and PIN being entered at Electronic Equipment;
- 3.9** Immediately report the loss, theft or unauthorised use of the Visa Card to us or to the Redicard/Visa Card Reporting Line;
- 3.10** Keep a record of the Redicard/Visa Card Reporting Line telephone number with your usual list of emergency telephone numbers;
- 3.11** Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority; and
- 3.12** Immediately notify us of any change of address.
- 3.13** These guidelines provide examples only of security measures and will determine your liability for any losses resulting from unauthorised transactions. Liability for such payments will be determined in accordance with the clauses for each access method below and the ePayments Code (where applicable).
- 3.14** What if you do not receive your card or PIN?
- It is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee did receive it;
  - We can prove that you or your Nominee did receive it by obtaining an acknowledgement of receipt from you or your Nominee; and

- We may not rely on proof of delivery to the correct mailing address or electronic address of you or your nominee to prove that you or your Nominee did receive it.

## 4. Guidelines for Access Method Security

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- 4.1** These guidelines apply if your access method uses a secret code such as a PIN or password. This includes but is not limited to Redidial and BPAY.
- 4.2** You must look after your PIN or password so as to minimise the risk of losing it or allowing it to be used without your authorisation.
- 4.3** You must not write a code on, or carry it or keep a record of it with any other part of your access method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access.
- 4.4** You must not select a code which represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
- 4.5** You must not tell or show the code to anyone else (including family and friends).
- 4.6** You must not act with extreme carelessness in failing to protect the security of the code. In addition, you must comply with the security guidelines which apply to your access method. We recommend that you:
- Use care to prevent anyone seeing the details you enter;
  - Change any code at regular intervals;
  - Never reveal any code to anyone;
  - Never write any code down; and
  - Immediately notify us of any change of address.
- 4.7** These guidelines provide examples only of security measures and will determine your liability for any losses resulting from unauthorised transactions. Liability for such payments will be determined in accordance with the clauses for each access method below and the ePayments Code (where applicable).

## 5. BPay

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### 5.1 Security Breaches

- 5.1.1** We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
- You become aware of any delays or mistakes in processing your BPAY Payment;
  - You did not authorise a BPAY Payment that has been made from your account; or

## Access Methods Terms and Conditions

- You think that you have been fraudulently induced to make a BPAY Payment.

- 5.1.2** If you think that the security of your access method has been compromised you should notify us immediately by contacting the Bank on 134 347 during business hours. In such circumstances, you should immediately change your phone and internet access code by calling the Contact Centre on 134 347 or online at [www.borderbank.com.au](http://www.borderbank.com.au)
- 5.1.3** If you believe an unauthorised BPAY Payment has been made and your access method uses a secret code such as a PIN or password, you should change that code. If the security of an access method such as a card has been compromised, you should contact us to cancel the card.
- 5.1.4** We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

### 5.2 Using BPAY

- 5.2.1** We are a Member of BPAY. We will tell you if we are no longer a member of BPAY.
- 5.2.2** BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- 5.2.3** Unless you are advised otherwise, you may use BPAY only to make payments from your account.
- 5.2.4** When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the Biller), the amount to be paid and the account from which the amount is to be paid.
- 5.2.5** You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified above or if any of the information you give us is inaccurate.
- 5.2.6** We will debit the value of each BPAY Payment and any applicable fees to the account from which the relevant BPAY Payment is made.
- 5.2.7** If you instruct us to make any BPAY Payment, but close the account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- 5.2.8** You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- 5.2.9** You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

### 5.3 Processing of BPAY Payments

- 5.3.1** A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in clause 5.4) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.

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

5.3.3 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 5.3.7) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.

5.3.4 A BPAY Payment is treated as received by the Biller to whom it is directed:

- On the date you direct us to make it, if we receive your direction by the cut off time on a Banking Business Day; and
- Otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.

5.3.5 Notwithstanding this, a delay may occur processing a BPAY Payment if:

- There is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
- You tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the cut off time on a Banking Business Day; or
- A Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

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

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

#### 5.4 Future Dated Payments

You may arrange BPAY Payments up to 365 days in advance of the time for payment. If you use this option you should be aware that:

5.4.1 You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.

5.4.2 If there are insufficient cleared funds or, as

relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.

5.4.3 You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.

5.4.4 You should contact us on 134 347 if there are any problems with your future-dated payment.

5.4.5 You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

#### 5.5 BPAY Transaction Limits

5.5.1 We may limit the amount of BPAY Payments you may make on any one day.

5.5.2 If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.

5.5.3 BPAY transactions through Internet Banking have a maximum daily limit of \$10,000. A total per day of combined external transfers and BPAY transfers is \$10,000.

5.5.4 BPAY transactions through Redial Telephone Banking have a maximum daily limit of \$10,000.

5.5.5 BPAY transactions processed at one of our Branches have no limit on the amount of the transaction.

#### 5.6 Refusing BPAY Payment Directions

You acknowledge and agree that:

5.6.1 We may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and

5.6.2 We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

#### 5.7 Your Liability for BPAY Payments

5.7.1 You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your account with us.

5.7.2 If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

5.7.3 You are not liable for losses caused by unauthorised BPAY Payments:

- i. Where it is clear that you have not contributed to the loss;
- ii. That are caused by the fraudulent or negligent conduct of employees or agents of:

- Us;
  - Any organisation involved in the provision of BPAY; or
  - Any Biller;
- iii. Relating to a forged, faulty, expired or cancelled access method;
- iv. Resulting from unauthorised use of the access method:
- Before you receive that access method; or
  - After you notify us in accordance with clause(5.1) that your access method has been misused, lost or stolen or used without your authorisation; or
- v. That are caused by the same BPAY Payment being incorrectly debited more than once to your account.

**5.7.4** You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your access method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:

- i. Your fraud or, if your access method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clause 4.
- ii. Unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- i. The portion of the loss that exceeds any applicable daily or periodic transaction limits;
- ii. The portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
- iii. All losses incurred on any account which you had not agreed with us could be accessed using the access method.

**5.7.5** Where a secret code such as PIN or password is required to perform the unauthorised BPAY Payment and clause 5.7.4 does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the access method has been misused, lost, stolen or used without your authorisation, is the lesser of:

- i. \$150;
- ii. The balance of your account, including any prearranged credit; or
- iii. The actual loss at the time you notify us that your access method has been misused, lost,

stolen or used without your authorisation (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).

**5.7.6** 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 the Terms and Conditions or acted negligently or fraudulently under this agreement.

**5.7.7** 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.

**5.7.8** Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

#### **5.8 Reversals and Chargebacks**

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 of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

#### **5.9 Malfunction**

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment. In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

#### **5.10 Consequential Damage**

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

**5.10.2** We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by

the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

**5.11 Transaction and Other Fees**

5.11.1 We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:

- Issuing your access method or any additional or replacement access method;
- Using your access method;
- Any BPAY Payment; or
- Giving you access to BPAY; or
- Any other service provided in relation to BPAY, including error corrections.

5.11.2 We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.

5.11.3 We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant account.

**5.12 Cancellation of BPAY Access**

5.12.1 You may cancel your access to BPAY at any time by giving us written notice.

5.12.2 We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these terms and conditions or the terms and conditions of your account.

5.12.3 We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

5.12.4 If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the access method, you will remain liable for that BPAY Payment.

5.12.5 Your access to BPAY will be terminated when:

- We notify you that your access method or the account with us has been cancelled;
- You close the last of your accounts with us which has BPAY access;
- You cease to be our Member; or
- You alter the authorities governing the use of your account or accounts with BPAY access (unless we agree otherwise).

**5.13 BPAY View Special Terms and Condition**

5.13.1 BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our website or by accessing our website.

5.13.2 You need to register in order to use BPAY View. Call the Contact Centre on 134 347 to find out how to register or register at [www.borderbank.com.au](http://www.borderbank.com.au)

through Internet Banking. If you register with BPAY View, you:

- a. agree to our disclosing to Billers nominated by you:
  - i. Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - ii. That an event in clause 5.13.4 has occurred;
- b. Agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;
- c. Agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.

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

- a. At your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- b. If you or a Biller de-register from BPAY View;
- c. If we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- d. If your email address is incorrect or cannot be found and your email is returned to us undelivered;
- e. If we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason; or
- f. If any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.

5.13.4 You agree that when using BPAY View:

- a. If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - i. When we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - ii. At the email address nominated by you;
- b. If you receive notification on our website without an email then that bill or statement is received by you:
  - i. When a notification is posted on our website, whether or not you choose to access our website; and



- ii. At our website;
- c. Bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- d. You will contact the Biller direct if you have any queries in relation to bills or statements.

5.13.5 You must:

- a. Check your emails or our website at least weekly;
- b. Tell us if your contact details (including email address) change;
- c. Tell us if you are unable to access your email or our website or a link to a bill or statement for any reason; and
- d. Ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

5.13.6 BPAY View billing errors

- a. For the purposes of this clause, a BPAY View billing error means any of the following: If you have successfully registered with BPAY View:
  - i. Failure to give you a bill (other than because you failed to view an available bill);
  - ii. Failure to give you a bill on time (other than because you failed to view an available bill on time);
  - iii. Giving a bill to the wrong person;
  - iv. Giving a bill with incorrect details;
 If your BPAY View deregistration has failed for any reason:
  - i. Giving you a bill if you have unsuccessfully attempted to deregister from BPAY View.
- b. You agree that if a billing error occurs:
  - i. You must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
  - ii. The party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.
  - iii. You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## 6. Cheque Facility

### **\*Important Changes to the Cheque Facility\***

Bank of Heritage Isle presently offers more secure, swifter, and more dependable payment alternatives. With the changing payment scenario in Australia, there is a requirement for the Bank to fortify the payments system in response to the declining use of cheques. Effective February 1, 2024, Bank of Heritage Isle will no longer automatically issue Cheque Books for new and existing accounts. Effective May 8, 2024 Cheque Book/Facility access will be discontinued for all new and existing accounts.

- 6.1 When the Bank accepts this application you, the Member, acknowledge that you have appointed both the Bank and the Credit Union Services Corporation (Australia) Limited ("Cuscal") as your agent and that you have authorised each of them to:
  - a. Conduct accounts ("the Bank Account") with a Bank ("the Bank") to enable you to draw cheques for payment of goods and services out of the funds in your Bank Account in accordance with these Terms and Conditions; and
  - b. Transfer funds to the Bank Account from your Bank Account to pay the amount of cheques that you or your Authorised Signatories have signed and to pay the value of all costs taxes or charges made by the Bank.
- 6.2 It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. You must:
  - a. Keep your cheque book under secure control and in a safe place at all times;
  - b. Never give your cheque book or an incomplete cheque to any person;
  - c. Read your periodic statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
  - d. Contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.
- 6.3 When you write a cheque you have a duty to fill it out carefully so that no one else can alter it. You must:
  - a. Write the amount in both words and figures and never leave a gap between the words or figures;
  - b. Begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
  - c. Always write cheques in ink which cannot be rubbed out and never in pencil; and
  - d. Never sign a cheque until you have filled it out completely.
- 6.4 You will be liable for all losses caused by your failure to observe the duties specified in clauses 6.2 and 6.3 above. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
  - a. The fraudulent or negligent conduct of our employees or agents; or
  - b. The same cheque being debited more than once to the same account.
- 6.5 If the amount of any cheque presented for payment to us exceeds the Available Balance (as defined below) in your Bank Account at the time the cheque

is presented, we may instruct the Bank to refuse to pay the cheque. If that occurs we will advise you in writing, by ordinary prepaid post, as soon as practicable, but will not be liable for any losses caused by its failure to do so. Where we refuse to pay a cheque in accordance with this condition, or in accordance with any other provision, we may, at our absolute discretion, debit to your Bank Account any costs incurred through such refusal, and such costs shall constitute a debt owed by you to us.

**6.6** The "Available Balance" includes any funds lodged in your Bank Account, any unused overdraft or other agreed credit facility made available for your Bank Account. The Available Balance does not include:

- a. Deposits received but uncleared in accordance with our policy;
- b. Interest accrued but not credited; or
- c. Deposits in transit.

**6.7** If your Bank Account is held in the name of two or more persons, all funds in that account and the Bank Account will be held in joint tenancy. If one of you dies, any balance in these accounts shall accrue in accordance with the law of survivorship in the State of incorporation of your Bank.

**6.8** You acknowledge and agree that we are only required to instruct the Bank to stop payment on any cheque when your Bank standard stop payment notice has been correctly completed, signed and delivered to us.

**6.9** In the event that a correctly authorised and presented cheque exceeds the Available Balance of your Bank Account, we are authorised (but are under no obligation) to transfer to that account from any other account or accounts that you have with us sufficient funds to allow payment of the cheque. We may charge you a fee when we make such a transfer and, if we do, the fee will constitute a debt owed by you to us. You acknowledge that we will not be liable for any claim made by you should we fail or refuse to make such a transfer.

**6.10** If we pay a correctly authorised and presented cheque that exceeds your Available Balance then you will incur a debt to us reflecting the amount by which the cheque exceeds the Available Balance. This debt is repayable by you immediately upon our written demand. If you fail to repay the debt then you will be required to pay all costs and expenses incurred by us in collection of that debt.

**6.11** When you ask, we will give you information about:

- a. Our right to combine accounts;
- b. Bank corporate cheques;
- c. The advisability of you informing us promptly if you are in financial difficulty; and
- d. The advisability of you reading the Terms and Conditions.

**6.12** We will also give you information about:

- a. The time generally taken for clearing a cheque and the manner in which a cheque may be specially cleared;
- b. The effect of crossing a cheque, the meaning of "not negotiable" and "account payee only" and the significance of deleting "or bearer" when any of these expressions appear on a cheque;
- c. How and when a cheque may be stopped;
- d. How a cheque may be made out in order to reduce the risk of any unauthorised alteration; and
- e. The circumstances under which cheques may be dishonoured including information on post-dated and stale cheques.

**6.13** You agree to pay all charges which are determined by us to apply in relation to transactions and cheques drawn on, or deposits made to, the Bank pursuant to this facility.

## **7. Redial Terms and Conditions**

### **7.1 General Terms and Conditions of Redial Services**

**7.1.1** Subject to these terms, the Services of Redial include:

- BPAY;
- Review of account details;
- Transfers between accounts within your Membership;
- Service requests including:-
- Request statement
- Request cheque book
- Request deposit book
- Change address
- Change access code
- Where you have a credit facility access to and use of that credit facility;
- Loan repayment calculator;
- Privacy Policy & Statement requests.

**7.1.2** General descriptive information on the operation of your account(s) is available on request.

**7.1.3** We will provide you with access to Redial using an access code when:-

- with respect to individuals, you have completed the identification process; or
- with respect to non-individuals, a completed application to use the Service is accepted and approved by us.

**7.1.4** You can use Redial when your Member number and correct access code are keyed in on your touch phone after you call us on 134 347 and speak to one of our Contact Centre Operators.

- 7.1.5 The Redial Service is not available:
- For Memberships and/or accounts, which require 2 or more signatures;
  - For S6 and S66 accounts;
  - Where the transfer or BPAY transaction would leave your S15 or S21 account with a balance of less than \$5,000.

7.1.6 Restrictions apply to accounts held by Members aged twelve (12) years and under.

Parental consent is required for Members aged twelve (12) years and under.

7.1.7 Transferred funds can be accessed by ATM, EFTPOS or Member Cheque Book facilities immediately after transfer.

7.1.8 We are not liable to you, or any other person for and in connection with your own telephone connection. You must make your own provisions through a service provider.

7.1.9 With every transaction you make through Redial, we will provide you with an electronic voice receipt number at the end of the transaction through Redial.

7.1.10 You may terminate this agreement by notice in writing to us at 25 Pelican Street, Surry Hills NSW 2010 whereupon we shall remove your ability to access your accounts through Redial.

## 7.2 Access code

7.2.1 We provide you with your access code to use Redial. You agree to protect this access code as a means of preventing the fraudulent or unauthorised use of your accounts via Redial.

7.2.2 We and you agree that the first use of your access code through Redial is your confirmation of acceptance of these Terms and Conditions.

7.2.3 Your access code must not relate to any readily accessible data such as your name, date of birth, telephone number or names of a friend or relative. Nor must they be an obvious combination of letters and numbers or one that can be easily guessed by someone else.

7.2.4 We reserve the right to cancel any access code at any time. Where appropriate or required by law or the Customer Owned Banking Code of Practice we shall give you a notice prior to cancellation, otherwise notice will be given to you after cancellation.

7.2.5 You may at any time request in writing that we withdraw your access to any/all of these services. You will remain responsible for any transactions made on your account(s) using these services until the request has been received and processed by us.

## 7.3 How to keep your Access Code safe

We would like you to enjoy all the benefits the Redial Services have to offer. To achieve this and to guard against unauthorised use, we recommend the following:

- Keep secure and protected your record of your access code;
- Keep only one record of your access code;
- Keep your record of your access code and Member number separate and apart from each other;
- Do not record your access code on your telephone or related articles;
- Do not tell any unauthorised person your access code;
- Do not allow any unauthorised person to view or hear your access code;
- You regularly change your access code.

## 7.4 Authorised Person

7.4.1 We recommend that you not give your access code to any other person.

7.4.2 Notwithstanding our recommendation, if you without our knowledge give your access code to a person and authorise that person to operate Redial using your access code, then that person is your authorised person.

7.4.3 If you give your access code to your authorised person, you will be liable for all transactions carried out by your authorised person using Redial (see clause 7.7.2).

7.4.4 We will not be liable to you for the transactions carried out by your authorised person.

7.4.5 Your authorised person's use of Redial is governed by these Terms and Conditions.

7.4.6 You will be liable for any failure of your authorised person to observe these Terms and Conditions.

7.4.7 For the purposes of this provision, we are deemed only to know of your authorised person if we have provided you with written confirmation of our knowledge.

## 7.5 Ancillary Equipment

You have a responsibility to exercise reasonable care to prevent unauthorised access to the telephone you use for Redial.

## 7.6 What to do if your access code is lost or stolen, or you believe there has been unauthorised access to your access code and/or accounts

- You must telephone us and tell us, as soon as possible, on 134 347 if you:-
- Become aware a record of your access code has been lost or stolen;
- Become aware of an unauthorised access to your access code and/or accounts via Redial;
- Become aware of a breach of the security of your ancillary equipment, which may allow access to your access code and/or accounts;
- Suspect your access code has become known to an unauthorised person.

**7.7 Who pays for transactions on your accounts if there is unauthorised use of your access code?**

7.7.1 You are not liable for your loss if:

- It is clear you have not contributed to your loss; and
- The transactions involved were carried out without your knowledge and consent.

7.7.2 However, where we establish you have contributed to the unauthorised use because you:-

- Voluntarily disclose your access code to another person; or
- Write your Membership Number or access code on your record of transactions; or
- Keep a record of your Membership Number and access code without making any reasonable attempt to disguise them, in a way that they could be lost or stolen at the same time; or
- Keep a record of your confidential identification details without making any reasonable attempt to disguise them; or
- You use an access code which represents your birth date; or
- You act with extreme carelessness in failing to protect the security of your access code; or
- You have acted fraudulently then you are liable for the lesser of:
  - The actual losses; or
  - The amount you are able to withdraw from your account; or
  - The total amount you would have been allowed to withdraw on the days that the unauthorised use occurred; or
  - The balance in the account accessed, including if applicable the amount available through an easy access credit overdraft.

7.7.3 In addition to the liability in clause 7.7.2, if you contribute to the unauthorised use because you unreasonably delay in:

- Telling us that your access code had been misused, lost or stolen; or
- Telling us that your access code has become known to an unauthorised person, then you are liable for any losses that have been incurred because of that delay.

Your liability for these losses will be the lesser of:

- The actual losses; or
- The amount you are able to withdraw from your account; or
- The total amount you would have been allowed to withdraw on the days that the unauthorised use occurred; or
- The balance in the account accessed including,

if applicable, the amount the days that the unauthorised use occurred; or

- The balance in the account accessed including, if applicable, the amount available through a credit facility.

7.7.4 Where clauses 7.7.1 to 7.7.3 inclusive and 7.7.5 do not apply, you are liable for the lesser of:-

- \$150.00; or
- The account accessed including, if applicable, the amount available through a credit facility; or
- The actual loss at the time we are notified of the loss, theft and/or misuse.

7.4.5 You are not liable where:-

- The losses are caused by the fraudulent or negligent conduct of our employees;
- The losses relate to any component of Redidial that is forged, faulty, expired or cancelled;
- The losses arise before we provide you with an access code;
- The losses are caused by the same transaction being incorrectly debited more than once to the same account;
- The unauthorised use takes place after you tell us that your access code has been misused, lost or stolen or has become known to an unauthorised person.

**7.8 What happens when you use the Redidial Services?**

7.8.1 The Redidial Services are available for the enquiries and transactions specified by us from time to time.

7.8.2 You will only be able to use the Redidial Services to access accounts when you are:

- The account holder and sole signatory, or
- Authorised to act alone where there is more than one signatory.

7.8.3 Transactions made through telephone services may be processed at our option on the same day as the transaction or the next available working day.

7.8.4 Transactions made using the Redidial Services are also governed by the Terms and Conditions of the accounts being used and these Terms and Conditions do not affect the Terms and Conditions applying to those various accounts. In the event of a conflict between these Terms and Conditions and the Terms and Conditions of the relevant account, the Terms and Conditions, which apply to the relevant account will prevail.

7.8.5 Subject to the Customer Owned Banking Code of Practice, we reserve the right to decline any transactions without being required to give you any reason or advance notice to you.

7.8.6 We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us

through these services will remain confidential and protected from unauthorised access.

**7.8.7** We will be liable for losses caused by the failure of our system and/or equipment to complete a transaction accepted by our system and/or equipment, in accordance with your instructions.

**7.9 What should you do if the Redial Services are not available?**

**7.9.1** It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the Redial Services.

**7.9.2** If you find Redial is temporarily unavailable call us on 134 347 and speak to one of our Contact Centre Operators.

**7.9.3** We undertake to make all reasonable efforts to ensure that the Redial Services are available to you during the hours specified by us from time to time.

**7.10 When are we not liable?**

In addition to any other provisions in these Terms and Conditions, we will not be liable for:-

- Delays or errors in the execution of any transactions because of your ancillary equipment;
- The supply and maintenance of any equipment necessary to access the Redial Services;
- Any refusal of another party, third party or otherwise authorised to receive a payment instruction from you; or
- Any indirect, economic or consequential loss suffered or sustained by you as a consequence of your use of Redial or the availability of the Redial Services where you should have been aware that Redial was unavailable for use and/or our equipment was malfunctioning.

**7.11 BPay**

You can use the BPAY system through Redial. If you propose using Redial to make BPAY payments, then you need to read our BPAY Terms and Conditions.

**7.12 Conditions Binding**

You accept these Terms and Conditions by using the Access code. In turn, we undertake to keep to these Terms and Conditions once you have used your Access code.

**8. Redicard**

**8.1 How to report loss, theft or unauthorised use of the Redicard, or PIN**

**8.1.1** If you or your Nominee believe the Redicard has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us during business hours or the Redicard Reporting Line at any time on its

emergency number detailed over. You or your Nominee must provide the following information when making such notification to us or the Redicard Reporting Line:

- The Redicard number;
- The name of the Bank; and
- Any other personal information you or your Nominee is asked to provide to assist in identifying you and the Redicard.

**8.1.2** The Redicard Reporting Line or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the Redicard Reporting Line.

**8.1.3** When contacting the Redicard Reporting Line, you or your Nominee should confirm the loss or theft as soon as possible at our Bank's office.

**8.1.4** The Redicard Reporting Line is available 24 hours a day, 7 days a week.

**REDICARD REPORTING LINE**

Monday to Friday, 8am to 6pm

Local: 134 347

International: +61 2 9287 0888

Outside of Business Hours

Local: 1300 705 750 (option 3)

International: +61 2 8299 9534

**8.1.5** If the Redicard Reporting Line is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the Redicard Reporting Line is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

**8.2 Signing the Redicard**

You and your nominee agree to sign the Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Redicard.

**8.3 Protecting the PIN**

**8.3.1** We will provide a PIN to use the Redicard with Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the Redicard.

**8.3.2** You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.

**8.3.3** If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN

such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.

- 8.3.4** You must not record the PIN on the Redicard or keep a record of the PIN on anything which is kept with or near the Redicard unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.
- 8.3.5** Reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:
1. Hiding or disguising the PIN record, including by:
  2. Hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
  3. Keeping a record of the PIN in a securely locked container; or
  4. Preventing unauthorised access to an electronically stored record of the PIN record.
- 8.3.6** You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.
- 8.4 Using the Redicard**
- 8.4.1** We will advise you from time to time:
1. What electronic transactions may be performed using the Redicard; and
  2. What Electronic Terminals of other financial institutions may be used. We do not warrant that Merchants or Electronic Terminals displaying Redicard signs or promotional material will accept the Redicard. We do not accept any responsibility should a Merchant or Electronic Terminal displaying Redicard signs or promotional material refuse to accept or honour a Redicard, or should a Merchant or other financial institution impose additional restrictions on the use of the Redicard.
- 8.4.2** The Redicard may only be used to perform transactions on your Linked Account(s). We will advise you of:
1. The accounts which you may link to the Redicard; and
  2. Any credit facility which you may link to your Linked Account(s).
- 8.4.3** We will debit your Linked Account(s) with the value of all withdrawal electronic transactions and credit your account with the value of all deposit electronic transactions.
- 8.4.4** If a Linked Account is in the name of more than

one person, then each party to that account will be jointly and severally liable for all electronic transactions on that account.

- 8.4.5** Transactions will not necessarily be processed to your Linked Account on the same day.
- 8.4.6** You will continue to be liable to us for the value of any electronic transaction occurring after you have closed your Linked Account(s) or after you have resigned from membership of the Bank.
- 8.5 Using the Card Outside Australia**
- This clause will only apply where we have the Redicard PLUS facility in place to allow your Redicard to be used overseas.
- 8.5.1** All transactions made overseas on the Redicard will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa process the transaction).
- 8.5.2** All transactions made overseas on the Redicard are subject to a currency conversion fee equal to 3% of the values of the transaction (2% payable to Cuscal as the principal member of VISA Worldwide and 1% to the Bank). The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- 8.5.3** Some overseas Merchants and Electronic Terminals charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 8.5.4** You must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.
- 8.5.5** You should use the Redicard Hotline if any of the circumstances described in clause 8.1 apply.
- 8.6 Additional Cards**
- 8.6.1** You may authorise us, if we agree, to issue an additional Redicard to your Nominee provided this person is over the age of 18 (unless we agree to a younger age).
- 8.6.2** You will be liable for all transactions carried out by your Nominee on the Redicard.
- 8.6.3** You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.
- 8.6.4** We will give each Nominee a PIN.
- 8.6.5** Your Nominee's use of the Redicard and PIN is governed by the Terms and Conditions.
- 8.6.6** You must ensure that each Nominee protects their

Redicard and PIN in the same way as these Terms and Conditions require you to protect your Redicard and PIN.

**8.7 Withdrawal and Transaction Limits**

8.7.1 You agree that the Redicard will NOT be used to:

1. Overdraw any of your Linked Account(s); or
2. Exceed the unused portion of your credit limit under any prearranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).

8.7.2 If clause 8.7.1 is breached, we may:

1. Dishonour any payment instruction given; and
2. Charge you an administrative fee as advised to you from time to time.
3. We may limit the amount of an electronic transaction if this is required for security or credit risk purposes and will advise you of any such daily or periodic transaction limits in the Financial Services Guide. We may vary the transaction limit from time to time and will advise you of such a change.

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

**8.8 Authorisations**

You acknowledge and agree that:

- a. We have the right to deny authorisation for any electronic transaction where this is required for security or other reasons; and
- b. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

**8.9 Deposits at Electronic Terminals**

8.9.1 Any deposit you make at an Electronic Terminal will not be available for you to draw against until your deposit has been accepted by us.

8.9.2 Cheques will not be available to draw against until cleared.

8.9.3 Your deposit is accepted once we have certified it in the following way:

1. Your deposit envelope will be opened in the presence of any two persons authorised by the Bank;
2. Should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
3. Our count is conclusive in the absence of manifest error or fraud unless you provide us with satisfactory evidence of the amount you deposited; and
4. We will notify you of any correction.

8.9.4 If the amount recorded by the Electronic Terminal as having been deposited should differ from the amount counted in the envelope by us, we will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.

8.9.5 We are responsible for the security of your deposit after you have completed the transaction at the Electronic Terminal (subject to our verification of the amount you deposit).

**8.10 Your liability in case of Unauthorised Transactions**

8.10.1 This clause 8.10 (except 10.2 under Malfunction) applies to unauthorised Electronic Transactions. An unauthorised Electronic Transaction is an Electronic Transaction that is not authorised by you or your Nominee.

8.10.2 You are not liable for losses arising from an Unauthorised Electronic Transaction;

1. Where it is clear that you and your Nominee have not contributed to the loss;
2. Caused by the fraud or negligence of employees or agents of:
  - i. The Bank
  - ii. Any organisation involved in networking arrangements; or
  - iii. Any merchant or their employees or agents;
3. That are caused by a forged, faulty, expired or cancelled Redicard, Identifier or PIN;
4. Caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
5. Arising from an unauthorised Electronic Transaction that can be made using an Identifier without the Redicard or PIN; or
6. Arising from an unauthorised Electronic Transaction that can be made using the Redicard or the Redicard and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the Redicard.
7. If there is a dispute about whether you or your Nominee received a Redicard or PIN:
  - a. It is assumed that your or your Nominee did not receive it, unless we can prove that you or your Nominee did receive it;
  - b. We can prove that you or your Nominee did receive it by obtaining an acknowledgement receipt from you or your Nominee; and
  - c. We may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee to prove that you or your Nominee did receive it.
8. Where we can prove on the balance of probability that you or your Nominee contributed to the loss through fraud, or breaching the PIN security requirements in

clause 8.3, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the Redicard or breach of the PIN security is reported to us. However you are not liable for the portion of losses; it is clear that you and your Nominee have not contributed to the loss;

- i. Incurred on any one day that exceeds any applicable daily transaction limit on any linked account;
  - ii. Incurred in any period that exceeds any applicable periodic transaction limit on any linked account;
  - iii. That exceeds the balance on any linked account, including any pre-arranged credit;
  - iv. Incurred on any account that you and the Bank had not agreed could be accessed using the Redicard or Identifier and/or PIN used to perform the Electronic Transaction.
9. You are liable for losses arising from unauthorised Electronic Transactions that occur because you or your Nominee contributed to losses by leaving a Redicard in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
10. Where we can prove, on the balance of probability, that you or your Nominee contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a Redicard, or that the PIN security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen Redicard) and when the security compromise was reported to us. However you are not liable for the portion of losses:
- a. Incurred on any one day that exceeds any applicable daily transaction limit on any linked account;
  - b. Incurred in any period that exceeds any applicable periodic transaction limit on any linked account;
  - c. That exceeds the balance on any linked account, including any pre-arranged credit; or
  - d. Incurred on any account that you and the Bank had not agreed could be accessed using the Redicard or Identifier and/or PIN used to perform the Electronic Transaction.
11. Where a PIN is required to perform an unauthorised Electronic Transaction, and clauses 8.10.2 – 8,9 and 10 do not apply, your liability is the lesser of:
- i. \$150;

- ii. The actual loss at the time of notification to us or the Redicard Hotline of the misuse, loss or theft of the Redicard or of the breach of PIN security (except the portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Redicard or your linked account); or
- iii. The balance of your linked account, including any prearranged credit.

12. If you or your Nominee reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this clause for an amount greater than your liability if we exercised our rights under the rules of the Redicard scheme at the time the report was made; against other parties to the scheme (for example, charge-back rights).
13. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
14. For a transaction that is not an unauthorised Electronic Transaction, if the Redicard was used without authority, you are liable for that use before notification to us or the Redicard Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Redicard scheme against other parties to that scheme.

#### **8.11 Cancellation and Return of the Redicard**

- 8.11.1 The Redicard always remains the property of the Bank.
- 8.11.2 We can immediately cancel the Redicard and demand its return or destruction at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Linked Accounts, including by capture of the Redicard at any Electronic Terminal.
- 8.11.3 We may, at any time, cancel the Redicard for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.
- 8.11.4 You may cancel your Redicard or any additional Redicard issued to your Nominee at any time by giving us written notice.
- 8.11.5 If you or we cancel the Redicard issued to you, any additional Redicard issued to your Nominee(s) will also be cancelled.
- 8.11.6 You will be liable for any transactions you or your Nominee make using the Redicard before the Redicard is cancelled but which are not posted to your Linked Account until after cancellation of the Redicard.
- 8.11.7 You must return your Redicard and any additional Redicard issued to your Nominee to us when:
1. We notify you that we have cancelled the



Redicard;

2. You close your Linked Account(s);
3. You cease to be a member of the Bank;
4. You cancel your Redicard, any additional Redicard issued to your Nominee, or both; or
5. You alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.

#### **8.12 Use After Cancellation or Expiry of the Redicard**

- 8.12.1** You must not use the Redicard or allow your Nominee to use the Redicard:
1. Before the valid date or after the expiration date shown on the face of the Redicard; or
  2. After the Redicard has been cancelled.
- 8.12.2** You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.

## **9. Visa Debit Card**

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### **9.1 Chargebacks**

As a Visa Card holder you have rights under the rules of your card scheme to dispute Visa Card transactions. If you believe a purchase was not properly authorised or processed, or there is some other problem, you may have a right to recover the amount of the purchase under the scheme's "Chargeback Rules".

- 9.1.1** You may be entitled to reverse (chargeback) a transaction if you have a dispute with a merchant about it (for example where the merchant has not provided you with the goods or service you paid for using your debit card).
- 9.1.2** If you believe that you are entitled to a chargeback, you must notify us as soon as possible. The operating rules of the Visa Card scheme impose time limit for chargebacks. After these time limits have expired, we are not able to charge back a transaction and you will be liable for it. The minimum time limit generally applicable is 90 days after the disputed transaction.
- 9.1.3** In some cases where the ePayments Code applies, its time limits apply rather than the rule of the card schemes.
- 9.1.4** You are responsible for reviewing your statements of account. We are not responsible for any loss to you if you do not ask us to chargeback a transaction within the applicable time limit.
- 9.1.5** If you notify us in time and we are satisfied that you are entitled to a chargeback we will credit your account for the amount initially debited for the transaction. However the merchants also have rights to have the transaction further investigated and re-debited if appropriate.
- 9.1.6** Charge back rights do not apply in respect to BPAY

payments from the cardholders account.

### **9.2 Signing the Visa Card**

You agree to sign your Visa Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Visa Card.

You must ensure that your Nominee signs the Visa Card issued to them immediately upon receiving it and before using it.

### **9.3 Protecting the PIN**

- 9.3.1** Your Bank will provide a PIN to use the Visa Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Visa Card.
- 9.3.2** You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- 9.3.3** If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to the Bank that the PIN has been misused or has become known to someone else.
- 9.3.4** Do not record the PIN on the Visa Card or keep a record of the PIN on anything which is kept with or near the Visa Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.
- ### **9.4 Using the Visa Card**
- 9.4.1** If you have been issued with a Visa Debit PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping or inserting your card as you always have, you will only need to tap your Visa card against the PayWave reader.
- Payments using the PayWave functionality can only be made at a participating merchant outlet and if your purchase is AU\$100.00 or an amount as advised from time to time. If your purchase is over AU\$100.00, you will need to enter a PIN.
- The Visa and Bank security systems continue to protect you for unauthorised transactions. The same conditions apply to your Visa Debit PayWave transactions as your other Visa card transactions.
- 9.4.2** The Visa Card may only be used to perform transactions on your linked account(s). We will advise you of the accounts, including any credit facility, which you may link to the Visa Card. A purchase transaction preformed by pressing the 'CR' button will also enable you to take cash out – but a PIN will always be required for these transactions.
- 9.4.3** We will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the

Visa Card (including all mail or telephone orders placed by quoting the Visa Card number) and all other electronic transactions, or credit your Linked Account(s) with the value of all deposit transactions at Electronic terminals.

9.4.4 We will advise you from time to time:

1. What electronic transactions may be performed using the Visa Card; and
2. What Electronic terminals of other financial institutions may be used.

9.4.5 Transactions will not necessarily be processed to your Linked Account on the same Day.

## 9.5 Using the Visa Card outside Australia

9.5.1 All transactions made overseas on the Visa Card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).

9.5.2 A Visa International Fee is payable if and when you use the Visa Card overseas and the transaction is in a foreign currency. All overseas transactions are converted to Australian dollars and are subject to this fee equal to 3% of the value of the transaction. A proportion of the fee may be retained by Bank of Heritage Isle. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change in accordance with clause 14.

9.5.3 Some overseas merchants and Electronic terminals charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

9.5.4 Some overseas merchants and Electronic Terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

9.5.5 A cardholder must comply with all applicable exchange control and tax laws governing the use of the Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

9.5.6 Before travelling overseas, you or your Nominee should consult us to obtain the Visa Card Hotline number for the country of your destination. You should use the Visa Card Hotline if any of the circumstances in clause 9.14 apply.

## 9.6 Withdrawal and transaction limits

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

1. Overdraw any of your Linked Account(s); or

2. Exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.

9.6.2 If clause 9.6.1 is breached, the Bank may:

1. Dishonour any payment instruction given; and
2. Charge you an administrative fee as advised to you from time to time.

9.6.3 We may at any time limit the amount of an electronic transaction, if this is required for security or credit risk purposes. We will advise you of any such daily or periodic transaction limits in the FSG.

9.6.4 You acknowledge that third party organisations including merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 9.7 Authorisations

You acknowledge and agree that:

- a. The Bank has the right to deny authorisation for any electronic transaction for security or risk purposes; and
- b. The Bank will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## 9.8 Deposits at Electronic terminals

9.8.1 Any deposit you make at an Electronic terminal will not be available for you to draw against until your deposit has been accepted by the Bank.

9.8.2 Cheques will not be available to draw against until cleared.

9.8.3 Your deposit is accepted once the Bank has verified it in the following way:

1. Your deposit envelope will be opened in the presence of any two persons authorised by the Bank;
2. Should the amount you record differ from the amount counted in the envelope, the Bank may correct your record to the amount counted;
3. The Bank's count is conclusive in the absence of manifest error or fraud unless you provide us with satisfactory supporting evidence of the amount you deposited.

9.8.4 If the amount recorded by the Electronic terminal as having been deposited should differ from the amount counted in the envelope by the Bank, the Bank will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.

9.8.5 The Bank is responsible for the security of your deposit after you have completed the transaction at the Electronic terminal (subject to the Bank's verification of the amount you deposit).

**9.9 Additional cards**

9.9.1 Bank of Heritage Isle offers two Visa Debit Cards. One Visa Debit Card restricts the account from being overdrawn and is suitable for under 18s and those who wish to avoid overdrawing on their account. The other Visa Debit Card has no restrictions.

**Visa Debit Card Restricted**—Parental consent is required for Members aged twelve (12) years and under

**Visa Debit Card Unrestricted**—Members must be aged eighteen (18) years and older to have access to this card

9.9.2 You acknowledge that where you have more than one Linked Account, your nominee will have access to all those Linked Accounts.

9.9.3 All transactions effected or authorised by and additional card holder will be treated as having been authorised by you and you will be responsible for them.

9.9.4 The Bank will give each nominee a PIN.

9.9.5 Your nominee's use of the Visa Card and PIN is governed by the Conditions of Use.

9.9.6 You must ensure that each nominee protects their Visa Card and PIN in the same way as these Conditions of Use require you to protect your Visa Card and PIN.

**9.10 Cancellation and return of the Visa Card**

9.10.1 The Visa Card always remains the property of the Bank.

9.10.2 The Bank can immediately cancel the Visa Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the Visa Card at any Electronic terminal.

9.10.3 The Bank may, at any time, cancel the Visa Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.

9.10.4 You may cancel your Visa Card or any Visa Card issued to your nominee at any time by giving the Bank written notice.

9.10.5 If you or the Bank cancel the Visa Card issued to you, any Visa Card issued to your nominee(s) will also be cancelled.

9.10.6 You cancel all regular repayment arrangements and standing authorities with merchants operating on your card account (or on any Visa Card issued to your nominee). Failure to do this could result in your liability for any use.

9.10.7 You will be liable for any transactions you or your nominee make using the Visa Card before the Visa Card is cancelled but which are not posted to your Linked Account until after cancellation of the Visa Card.

9.10.8 You must return your Visa Card and any Visa Card

issued to your nominee to the Bank when:

1. The Bank notifies you that it has cancelled the Visa Card;
2. you close your Linked Account(s);
3. you cease to be a Member of the Bank;
4. you cancel your Visa Card, any Visa Card issued to your nominee, or both; or
5. you alter the authorities governing the use of your Linked Account(s) unless Bank of Heritage Isle agrees otherwise.

**9.11 Use after cancellation or expiry of the Visa Card**

9.11.1 You must not use the Visa Card or allow your nominee to use the Visa Card:

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

9.11.2 You will continue to be liable to reimburse the Bank for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at the Bank.

**9.12 Your liability in case the Visa card is lost or stolen or in case of unauthorised use**

9.12.1 You are liable for all losses caused by unauthorised electronic transactions unless any of the circumstances specified in clause 9.13.2 below apply.

9.12.2 You are not liable for losses:

1. Where it is clear that you and your nominee have not contributed to the loss;
2. That are caused by the fraudulent or negligent conduct of employees or agents of:
  - The Bank;
  - Any organisation involved in the provision of the Electronic system; or
  - Any Merchant;

relating to a forged, faulty, expired or cancelled Visa Card or PIN;

3. That are caused by the same transaction being incorrectly debited more than once to the same account;
4. That would exceed the amount of your liability to the Bank had the Bank exercised its rights (if any) under the VISA Worldwide Operating Rules and Regulations against other parties to those rules and regulations; or
5. Resulting from unauthorised use of the Visa Card or PIN:
  - i. In relation to an electronic transaction which does not require a PIN authorisation, before receipt of the Visa Card;
  - ii. In relation to an electronic transaction which requires PIN authorisation, before

receipt of the PIN; or

iii. In either case, after notification to the Bank in accordance with clause 9.14 that the Visa Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

6. That arises from an unauthorised transaction using an identifier only, where the transaction can be made using a device, but does not require a pass code unless you have unreasonably delayed reporting the loss or theft of the device.

**9.12.3** You will be liable for any loss of funds arising from any unauthorised electronic transaction using the Visa Card or PIN if the loss occurs before notification to the Bank or the Visa Card Reporting Line that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else and if the Bank proves, on the balance of probabilities, that you or your nominee contributed to the loss through:

1. Fraud, failure to look after and keep the PIN secure in accordance with clause 9.3, or extreme carelessness in failing to protect the security of the PIN; or
2. Unreasonably delaying in notifying the Bank or the Visa Card Reporting Line of the misuse, loss or theft of the Visa Card or of the PIN becoming known to someone else and the loss occurs between the time you or your nominee did, or reasonably should have, become aware of these matters and the time of notification to the Bank or the Visa Card Reporting Line.

However, you will not be liable for:

- i. The portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
- ii. The portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
- iii. All losses incurred on any account which you had not agreed with the Bank could be accessed using the Visa Card and PIN.

**9.12.4** Where a PIN was required to perform the unauthorised transaction and clause 9.13.3 does not apply, your liability for any loss of funds arising from an unauthorised transaction using the Visa Card, if the loss occurs before notification to the Bank or the Visa Card Reporting Line that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- i. \$150;
- ii. The actual loss at the time of notification to the Bank or the Visa Card Reporting Line of the misuse, loss or theft of the Visa Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use

of your Visa Card or your Linked Account); or

iii. The balance of your Linked Account, including any prearranged credit.

**9.12.5** If, in cases not involving electronic transactions, the Visa Card or PIN are used without authority, you are liable for that use before notification to the Bank or the Visa Card Reporting Line of the unauthorised use, up to your current daily withdrawal limit.

**9.12.6** That arises from an unauthorised Electronic Transaction that can be made using the Visa card, or the Visa card and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the Visa card.

**9.13 How to report loss, theft or unauthorised use of the Visa Card or PIN**

**9.13.1** If you or your nominee believe the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, you or your nominee must immediately contact the Bank (if during business hours) or the Visa Card Reporting Line at any time on its emergency number detailed below.

**9.13.2** The Visa Card Reporting Line or the Bank will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting the Bank or the Visa Card Reporting Line.

**9.13.3** When contacting the Visa Card Reporting Line, you or your nominee should confirm the loss or theft as soon as possible at the Bank's office.

**9.13.4** The Visa Card Reporting Line is available 24 hours a day, 7 days a week.

**VISA CARD REPORTING LINE**

Monday to Friday, 8am to 6pm

Local: 134 347

International: +61 2 9287 0888

Outside of Business Hours

Local: 1300 705 750 (option 3)

International: +61 2 8299 9534

**9.13.5** If the Visa Card Reporting Line is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to the Bank as soon as possible during business hours. The Bank will be liable for any losses arising because the Visa Card Reporting Line is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to the Bank as soon as possible during business hours.

**9.13.6** If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your nominee must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:

1. With the Bank by telephone or priority paid mail as soon as possible; or
2. By telephoning the Visa Card Reporting Line number for the country you are in, which you must obtain from the Bank prior to your departure.

**9.14 Exclusions of warranties and representations**

- 9.14.1** We do not warrant that Merchants displaying Visa signs or promotional material will accept the Visa Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- 9.14.2** We do not accept any responsibility should a merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Card. We do not warrant that Electronic terminals displaying Visa signs or promotional material will accept the Visa Card.
- 9.14.3** We are not responsible for any defects in the goods and services acquired by you through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.
- 9.14.4** Where you have authorised a Merchant to transact on the account by providing your Visa Card number or used your card to make a purchase you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.

Please note we are not able to reverse (chargeback) direct debit transactions set up using your default deposit account number and branch number (BSB). To avoid losing any rights you may have for transactions other than unauthorised electronic transactions you should:

- Tell us within 30 days after the date of the statement which shows the transaction; and
- Provide us with any information we ask for to support your request.

Please contact us for more information about your chargeback rights.

**9.15 Regular payment arrangements**

- 9.15.1** You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- 9.15.2** To change or cancel any Regular Payment Arrangements you should contact the Merchant or us at least 3 days prior to the next scheduled payment. If possible you should retain a copy of this change / cancellation request.
- 9.15.3** Should your Card Details be changed (for example if your Visa Card was lost, stolen or expired and

has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.

- 9.15.4** Should your Visa Card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

For more information on regular payments including a definition, benefits and your rights, responsibilities and obligations please visit the Account Switching section on our website [www.borderbank.com.au](http://www.borderbank.com.au)

**10. Malfunction**

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- 10.1** You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Nominee.
- 10.2** If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

**11. Transaction Slips and Receipts**

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It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an electronic transaction, as well as copies of all sales and cash advance vouchers, to assist in checking electronic transactions against your statements.

**12. What should you do if you think there is a mistake?**

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- 12.1** Contact us as soon as possible if you think:
- There has been a mistake or unauthorised transaction made through these Access Methods; or
  - Information received through these Access Methods is wrong.
- 12.2** When you contact us, you will need to provide us with:
- Your name, Member number, account number and card number (if the transaction involved a card);
  - The date and amount of the transaction in question;

- The date of the statement in which the transaction in question first appeared; and
  - A brief and clear explanation of why you believe the transaction is unauthorised or an error.
- 12.3** Bank staff will do everything they can to resolve your complaint immediately and to your satisfaction. If they are unable to settle your concern immediately, they will advise you of the process for further investigation and resolution of the complaint in writing and may request further relevant details from you.
- 12.4** Within 10 business days of receipt from you of the details of your complaint, we will:
- Complete our investigation and advise you in writing of the outcome of our investigation; or
  - Advise you in writing that we require more time to complete our investigation.
- 12.5** We will complete our investigation within 20 business days of receiving your complaint unless there are exceptional circumstances. In such circumstances, we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 12.6** For complaints involving either a Redicard or Visa Card initiated transaction, if your complaint has not been resolved within 120 days of receipt of your complaint, we will resolve the complaint in your favour.
- 12.7** If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and advise you in writing of the amount of the adjustment.
- 12.8** When we complete your investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code (if relevant to your complaint).
- 12.9** If we conclude from our investigations that no error has occurred or that you are liable for part or all of a loss arising from an unauthorised transaction, you may ask us to:
- Review our investigation;
- Give you a copy of the material on which we based our decision (however, we cannot give you material which may breach a confidence, legal duty or obligation or which may adversely affect security); and
  - Advise you in writing whether or not there was any system malfunction at the time of the payment (for complaints arising out of unauthorised use of a card or PIN).
- 12.10** If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority,

or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

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

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

**Telephone:** 1800 931 678 (free call)

**In writing to:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

- 12.11** As far as we are aware, AFCA will only accept a matter after you have tried to resolve it with our internal dispute resolution officer.
- 12.12** If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of a disputed BPAY or card transaction where that failure or delay has prejudiced the outcome of the investigation.

### **13. Transaction and Other Fees**

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- 13.1** We will advise you whether we charge a fee, and the amount of such fee, for:
- a. Any transactions;
  - b. Issuing a Redicard or Visa Debit Card or any additional or replacement cards;
  - c. Using a Redicard or Visa Debit Card;
  - d. Issuing a PIN or any additional or replacement PIN;
  - e. Using the PIN;
  - f. Issuing account statements; or
  - g. Any other service provided in relation to an access method.
- 13.2** We will advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of a transaction.
- 13.3** The fees and charges payable are set out in the Schedule of Fees and Charges and Financial Services Guide.
- 13.4** You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

### **14. Changing Terms and Conditions**

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- 14.1** We may change these Terms and Conditions and fees and charges at any time, for one or more of the following reasons:
- a. To comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - b. To reflect any decision of a court, ombudsman or regulator;

- c. To reflect a change in systems or procedures including for security reasons;
- d. As a result of change circumstances (including by adding benefits or new features);
- e. To respond proportionately to changes in the cost of providing the access methods; or
- f. To make them clearer.

**14.2** We will notify you in writing at least 30 days before the effective date of change if the change will:

- a. Introduce a new fee or charge or increase fees or charges relating solely to the use of your access method or the issue of additional or replacement access methods; or
- b. Vary the method by which interest is calculated or the frequency with which it is debited or credited; or
- c. Indicate that your services of delivery systems for an access method is to be discontinued or withdrawn; or
- d. Increase your liability for losses; or
- e. Impose, remove or adjust daily or periodic limits on amounts which may be transacted via an access method.

We will notify you by notice on or with the periodic account statements, notice in a Member newsletter, direct written notice to you, or press advertisement in the national or local media.

**14.3** We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:

- a. Notices on or with periodic account statements;
- b. Notice in a member newsletter;
- c. Direct written notice to you; or
- d. Press advertisement in the national or local media.

**14.4** We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations. We will instead confirm that such a variation has occurred on or with your next Member newsletter or account statement or by a news item on the website following the variation.

**14.5** Our obligation to give you advance notice does not apply if variations are required for security reasons, or are required in an emergency to restore or maintain the security of services of any individual account held.

**14.6** Information on our current interest rates and fees and charges is available on request.

**14.7** If you do not wish your daily limit on transaction accounts via an access method to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have

consented to the increase.

**14.8** When the access method is used after notification of any such changes, you accept those changes and use of the access method shall be subject to those changes.

**14.9** BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

**14.10** We reserve the right to vary the types of services offered on the access methods.

**14.11** When the VISA card is used after notification of any changes to the Conditions of Use, you accept those changes and use of the VISA card shall be subject to those changes.

## **15. Account Statements**

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**15.1** We will send you an account statement for the Linked Account to your access method at least every 6 months. You may request more frequent account statements.

**15.2** For any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, we will send you an account statement monthly.

**15.3** You may request a copy of your account statement at any time.

**15.4** We may change a fee for responding to any request by you to provide more frequent account statements or copies of your account statements. You will be advised of the amount of this fee at the time of your request.

**15.5** All payments and applicable fees will be recorded on the account statements to which they are debited.

**15.6** You should check all entries on your account statements carefully. If you believe there is an error, you should contact us immediately.

**15.7** It is recommended that you check and retain all Transaction slips, receipts and payment or transfer reference numbers issued to you after conduction a Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking Transactions against your statements.

## **16. Change of Name or Address**

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**16.1** You agree that you will promptly notify us of any change of name, address, phone, email or contact details.

**16.2** We may post all statements and notices to you at the address provided to us.

## **17. Privacy and Confidentiality**

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- 17.1** We collect personal information about you or your Nominee for the purposes of processing your application, providing our products and services to you, administering your account, processing your transactions and telling you about our services. We may disclose that personal information to others in order to execute your instructions, where we reasonably consider it necessary for the provision of products or services, or if it is required by law. We may also collect and disclose your personal information for the purpose of resolving a complaint or disputed transaction.
- 17.2** You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.
- 17.3** You and your Nominee may have access to the personal information we hold about each of you at any time by making a request.
- 17.4** You must notify us if any of your personal information or that of your Nominee changes and you consent to us disclosing your updated personal information to third parties.
- 17.5** If you register to use BPAY and BPAY View, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
- i. Billers nominated by you;
  - ii. BPAY Pty Ltd and any agent appointed to it from time to time;
  - iii. Cuscal for the purpose of entry into promotional competitions.
- If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment or to use BPAY View.
- 17.6** For more details of how we handle personal information, refer to our Privacy Policy.

## **18. Renewal of Redicard or VISA card**

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- a. If the Redicard or VISA card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA card.
- b. Unless you are in breach of these Conditions of Use or we deem otherwise for the security of the system or individual accounts, we will automatically provide you and your Nominee with a replacement Redicard or VISA card before the expiry date of the current card or additional card.
- c. If you do not wish to receive a replacement Redicard or VISA card, either for yourself or your Nominee, you must notify us before the expiration date of the current card. You must give us reasonable time beforehand to arrange

cancellation of the issue of a replacement card.

## **19. Can We Add Further Services?**

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We reserve the right to provide additional services.