



LCU ACCOUNT & ACCESS FACILITY Conditions of Use Incorporating Customer Terms for Osko

This document must be read together with the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* brochure and the *Fees & Charges* brochure. Together these brochures form the Conditions of Use for the Laboratories Credit Union Account and Access Facility.

Date taking effect: 31st October 2022

The LCU Credit Union Account and Access Facility is issued by:
Laboratories Credit Union Ltd
ABN 77 087 650 217
Australian Financial Services Licence/ Australian Credit Licence number 24007

How To CONTACT Us

Visit us at any of our branches – visit our website at www.lcu.com.au for our branch details



Phone us on 02 9859 0585



Write to us at
PO Box 1967, Macquarie Centre, 2113



Fax us on 02 9859 0555



To report the loss, theft or unauthorised use of your Visa card in Australia call the Visa card Hotline on 1800 648 027, 24 hours a day, everyday. Please also contact us to report the loss, theft or unauthorised use.

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overseas – for Visa

Please contact us before you travel overseas for the current Visa hotline arrangements

or +61 2 8299 9101

To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in How to Contact Us.

CUSTOMER OWNED BANKING CODE OF PRACTICE

We warrant that we will comply with the Customer Owned Banking Code of Practice. Please see the section About the Customer Owned Banking Code of Practice at the end of these Conditions of Use for more detail.

ePAYMENTS CODE

We warrant that we will comply with the ePayments Code.

HOW OUR CONDITIONS OF USE BECOME BINDING ON YOU

Please note that by opening an account or using an access facility you become bound by these conditions of use.

ACCESSING COPIES OF THE CONDITIONS OF USE

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download our current Conditions of Use from our website at www.lcu.com.au

FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

The Credit Union is an ADI. Depositors with the Credit Union may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information about the FCS visit the website: <http://www.fcs.gov.au>.

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ACCOUNT OPERATIONS

WHAT IS THE LCU ACCOUNT AND ACCESS FACILITY?

The LCU Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as these facilities for accessing accounts:

- J Visa Card
- J member chequing
- J BPAY® (registered to BPay Pty Ltd ABN 69 079 137 518)
- J Osko Payments
- J PayTo
- J internet banking
- J EFTPOS and ATM access
- J direct debit requests.

Please refer to the *Summary of Accounts & Availability of Access Facilities* brochure for available account types, the conditions applying to each account type and the access methods attaching to each account type.

HOW DO I OPEN AN ACCOUNT?

You will need to become a member of the Credit Union before we can issue the LCU Account and Access Facility to you. To become a customer, you will need to:

- J complete an application form; and
- J subscribe for a share in the Credit Union.

PROOF OF IDENTITY REQUIRED

The law requires us to verify your identity when you open an account or the identity of any person you appoint as a signatory to your account.

In most cases you can prove your identity by showing us one of the following photo identity documents:

- J a Photo card (NSW only)
- J a State or Territory drivers licence or proof of age card
- J an Australian current passport or one that has expired within the last 2 years;
- J a photo drivers licence issued by a foreign government;
- J a passport issued by a foreign government, the United Nations or a UN agency;
- J a national ID card, with photo and signature, issued by a foreign government, the United Nations or a UN agency.

If you do not have photo ID, please contact us to discuss what other forms of identification may be acceptable.

The law does not allow you to open an account using an alias without your also giving us all the other names that you are commonly known by.

If you want to appoint a signatory to your account, the signatory will also have to provide proof of identity, as above.

WHAT ACCOUNTS CAN I OPEN?

When we issue you with the LCU Account and Access Facility, you have access to the S1 Account you can then activate other accounts as needed. Please first check the *Summary of Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

JOINT ACCOUNTS

A joint account is an account held by two more persons. The important legal consequences of holding a joint account are:

-) the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (for business accounts different rules may apply - see Note below)
-) joint and several liability – if the account is overdrawn, each joint holder is individually liable for the full amount owing.

You can operate a joint account on an 'all to sign' or 'either/or to sign' basis:

-) 'all to sign' means all joint holders must sign withdrawal forms, cheques, etc.
-) 'either/or to sign' means any one joint holder can sign withdrawal slips, cheques, etc.

All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis.

However, any one joint account holder can:

-) cancel this arrangement, making it 'all to sign'; or
-) suspend the account to allow the joint holders time to reach agreement about dispersal of the account funds,

in which case these instructions will remain in effect until all joint holders agree otherwise.

We may also change the account operation to joint operation by all joint holders only, if we become aware of a dispute between the joint holders, or of the bankruptcy of any joint holder.

Note: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next-of-kin if there is no will.

If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.

TRUST ACCOUNTS

You can open an account as a trust account. However:

-) we are not taken to be aware of the terms of the trust;
-) we do not have to verify that any transactions you carry out on the account are authorised by the trust.

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

WHAT FEES AND CHARGES ARE THERE?

Please refer to the *Fees & Charges and Transaction Limits* brochure for current fees and charges. We may vary fees or charges from time to time.

We will debit your primary operating account for all applicable government taxes and charges.

WHAT INTEREST CAN I EARN ON MY ACCOUNT?

Our Interest Rates brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary

deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts.

Our *Summary of Accounts & Availability of Access Facilities* brochure discloses how we calculate and credit interest to your account.

WHAT ARE THE TAXATION CONSEQUENCES?

Interest earned on an account is income and may be subject to income tax.

DISCLOSING YOUR TAX FILE NUMBER (TFN)

When you apply for the LCU Account and Access Facility we will ask you whether you want to disclose your Tax File Number or exemption. If you disclose it, we will note your TFN against any account you activate.

You do not have to disclose your TFN to us. If you do not, we will deduct withholding tax from interest paid on the account at the highest marginal rate.

For a joint account, each holder must quote their TFN and/or exemptions, otherwise withholding tax applies to all interest earned on the joint account.

Businesses need only quote their ABN instead of a TFN.

THIRD PARTY ACCESS

You can authorise us at any time to allow another person to operate on your accounts. However, we will need to verify this person's identity before they can access your account.

An authorised person operates on all the accounts you have access to under the Credit Union Account & Access Facility. You are responsible for all transactions your authorised person carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

You may revoke the authorised person's authority at any time by giving us written notice.

MAKING DEPOSITS TO THE ACCOUNT

You can make deposits to the account:

- by cheque at our office [or any branch]
- by direct credit e.g. from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- by transfer from another account with us
- by transfer from another financial institution
- by cash or cheque at a National Australia Bank branch using a specially encoded deposit book unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

DEPOSITS USING ELECTRONIC EQUIPMENT

We are responsible for a deposit into a facility received by our electronic equipment or a device, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

DEPOSITING CHEQUES DRAWN ON AUSTRALIAN BANKS

You can only access the proceeds of a cheque when it has cleared. This usually takes 3 business days.

WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT

You can make or authorise withdrawals from the account:

- over the counter at our office
- by direct debit
- by member cheque, if your account is linked to a member cheque book

-) by internet banking
-) by BPAY® and Osko® to make a payment to a biller
-) by PayTo
-) at selected ATMs, if your account is linked to a Visa card
-) via selected EFTPOS terminals, if your account is linked to a Visa card (note that merchants may impose restrictions on withdrawing cash)

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

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

DEBITING TRANSACTIONS GENERALLY

We will debit transactions received on any one day in the order we determine in our absolute discretion. Transactions will not necessarily be processed to your account on the same day.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. 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 our action.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction

TRANSACTION LIMITS

We limit the amount of daily withdrawals or payments you may make using electronic methods, either generally or in relation to a particular facility. These transaction limits are set out in the *Fees & Charges and Transaction Limits* brochure.

Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may also require you to apply for new transaction limits if you change any pass code. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

OVERDRAWING AN ACCOUNT

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and electronic transactions (including PayTo payments). If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees & Charges and Transaction Limits* brochure.

Alternatively, we can honour the transaction and overdraw your account. We will charge you:

-) interest at our current overdraft rate, calculated on the daily closing balance, or
-) a fee for each day (or part of a day) your account is overdrawn: see the *Fees & Charges and Transaction Limits* brochure.

'Cleared funds' means the proceeds of cheque deposits to your account, once the cheque is cleared, cash deposits and direct credits.

SWEEP FACILITY

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, which authorises us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account to draw on.

ACCOUNT STATEMENTS

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees & Charges and Transaction Limits* brochure.

We can also provide your statements electronically. Please ask us about this facility.

We recommend that you check your account statement as soon as you receive it. Immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* on page 2 for our contact details.

WHAT HAPPENS IF I CHANGE MY NAME OR ADDRESS?

We recommend that if you change your name or address, you let us know immediately.

DORMANT ACCOUNTS

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply, we will treat your account as dormant.

Once your account becomes dormant, we may:

-) charge a dormancy fee;
-) stop paying interest or reduce the amount of interest.

If your account remains dormant for 7 years we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money

ACCOUNT COMBINATION

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

When you cease to be a member, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments and any successor Code (both when enforcing indebtedness owed to us and, to the extent the law permits, when facilitating enforcement by a third party judgement creditor).

We will give you written notice promptly after exercising any right to combine your accounts.

CLOSING ACCOUNTS AND CANCELLING ACCESS FACILITIES

You can close the LCU Account and Access Facility at any time. However, you will have to surrender your member cheque book and any access card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, electronic transactions and fees, if applicable.

You can cancel any access facility on request at any time.

We can:

-) close the LCU Credit Union Account and Access Facility in our absolute discretion by giving you at least 14 days' notice and paying you the balance of your account; or
-) cancel any access facility for security reasons or if you breach these Conditions of Use.

NOTIFYING CHANGES

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how we will notify you of any change.

Type of change	Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 3 on page 18 for a list of ePayments)	20 days
Imposing, removing or changing any periodic transaction limit	20 days
Changing any other term or condition	when we next communicate with you

We may use various methods, and combinations of methods, to notify you of these changes, such as:

-) notification by letter or other direct communication (including by electronic means)
-) notification on or with your next statement of account;
-) notification on or with the next newsletter;
-) advertisements in the local or national media;
-) notification on our website.

However, we will always select a method or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification.

If there is a change to, or introduction of a government charge that you directly or indirectly pay as part of your banking service, we will tell you about this reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change.

HOW WE SEND NOTICES & STATEMENTS

We may send you notices and statements:

-) by post, to the address recorded in our records or to a mailing address you nominate;
-) by fax;
-) by email;
-) by mobile banking channel
-) by advertisement in the media, for some notices only.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website for you to retrieve. We will tell you when information is available for you to retrieve, either at the time or on setting up a facility that will have regular postings to the website.

You can change your email address, or revert to receiving paper notices or statements, at any time.

We may charge a fee for providing paper statements or notices: see the *Fees and Charges and Transaction Limits* brochure.

COMPLAINTS

We have a dispute resolution system to deal with any complaints you may have in relation to The LCU Account and Access Facility or transactions on the account. Our dispute resolution policy requires us to deal with any complaint efficiently, speedily and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond speedily, you may refer the complaint to our external dispute resolution centre.

If you want to make a complaint, contact our staff at any branch and tell them that you want to make a complaint. Our staff have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

MEMBER CHEQUING

Member chequing allows you to make payments by cheque. We will issue you with a cheque book and authorise you to draw cheques on our account at the National Australia Bank or another Bank as we chose. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account, we may instruct the Bank to dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees.

Please refer to the section Overdrawing An Account on page 8.

We may not give you access to chequing if your banking history with the Credit Union is not satisfactory or if you are under 18 years of age.

CHEQUE SECURITY

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

If you cross a cheque, it is a direction to us to pay the cheque into an account at a bank or other financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a bank or financial institution for payment.

Example of 'not negotiable' crossing:

XYZ CREDIT UNION LIMITED		
	not negotiable	Date: / /
Pay <i>Fred Smith</i>		or bearer
The sum of <i>Three hundred dollars Only</i>		\$300.00
		Signature

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown above.

When you cross a cheque or add the words 'not negotiable' between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances, that it should inquire if its customer has good title to the cheque.

Example of 'account payee' crossing:

XYZ CREDIT UNION LIMITED	account payee	Date: / /
Pay <i>Fred Smith</i>	onlyor bearer
The sum of <i>Three hundred dollars Only</i>\$300.00
	 Signature

When you add the words 'account payee only' between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

Deleting 'or bearer' on the cheque

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

How do I stop payment on a cheque?

You can stop payment on a cheque by:

-) ringing us with sufficient particulars to identify the cheque; we may insist on written confirmation; or
-) writing to us, again, with sufficient particulars to identify the cheque.

You must, of course, do this before your Credit Union has paid the cheque.

What do I do to reduce the risk of forgery?

When filling in a cheque:

-) start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
-) draw a line from the end of the person's name to the beginning of the printed words 'or bearer';
-) start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
-) draw a line from the end of the amount in words to the printed '\$';
-) start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers;
-) always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

Example:

XYZ CREDIT UNION LIMITED	Date: / /
Pay <i>Fred Smith</i> -----or bearer	
The sum of <i>Three hundred dollars Only</i> -----	\$300.00
	Signature

When can we dishonour or not pay on your cheque?

We can dishonour your cheque or not pay on it if:

- you have insufficient funds or available credit in your account to cover the cheque;
- you have not drawn up the cheque clearly so we are unsure what you want to do;
- you have post-dated your cheque and it is presented for payment before the date on the cheque;
- the cheque is 'stale', that is, the date of the cheque is more than 15 months ago; or
- we have notice of your death or mental incapacity.

DIRECT DEBIT

One way you can authorise a participating biller to debit amounts from your eligible account, as and when you owe those amounts to the biller, is a direct debit. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us, we will take action within 1 business day to **stop the facility**. We will promptly investigate if you inform us that a direct debit was not authorised or is otherwise irregular. We suggest that you also contact the biller. If you believe a direct debit initiated by a biller is wrong, you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

If you set up the payment on your Visa debit card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

This section does not apply to PayTo, which provides an alternative method to pre-authorise a biller to debit amounts from your eligible account. For PayTo see Electronic Access Facilities and ePayments Conditions of Use Section 28 to Section 36.

PAYPAL

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under Direct Debit. Please note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to do so

-) we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
-) if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so
-) when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

Other third party payment services may operate in a similar way to PayPal.

ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE

Section 1. INFORMATION ABOUT OUR EPAYMENT FACILITIES

You should follow the guidelines in the box below to protect against unauthorised use of your access card and pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised epayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

Important Information You Need to Know Before Using a Device to Make Electronic Payments

-) Sign the access card as soon as you receive it.
-) Familiarise yourself with your obligations to keep your access card and pass codes secure.
-) Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY®, PayTo or internet banking.
-) Immediately report lost, theft or unauthorised use.
-) If you change a pass code, do not select a pass code which represents your birth date or a recognisable part of your name.
-) Never write the pass code on the access card.
-) Never write the pass code PIN on anything which is kept with or near the access card.
-) Never lend the access card to anybody.
-) Never tell or show the pass code to another person.
-) Use care to prevent anyone seeing the pass code being entered on a device.
-) Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
-) Check your statements regularly for any unauthorised use.
-) Immediately notify us when you change your address.
-) ALWAYS access the internet banking service only using the OFFICIAL phone numbers and URL addresses.
-) If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
-) ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details.

If you fail to ensure the security of your access card, access facility and pass codes you may increase your liability for unauthorised transaction.

These ePayments Conditions of Use govern all electronic transactions made using any one of our access cards or facilities, listed below:

Visa Card
 BPAY®
 PayTo

Osko Payments
 Internet Banking

You can use any of these electronic access facilities to access an account, as listed in the *Summary of Accounts & Availability of Access Facilities*

Visa Card

Visa Card allows you to make payments at any retailer displaying the Visa Card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the **Visa Card logo**. We will provide you with a PIN to use with your Visa Card. Visa Card also allows you:

-) check your account balances;
-) withdraw cash from your account;
-) transfer money between accounts

We may choose not to give you a Visa Card if your banking history with the Credit Union is not satisfactory or if you are under 18 years of age.

Important Information about Chargebacks for VISA Card

If you believe a Visa Card transaction was:

-) for goods or services and the merchant did not deliver them; or
-) for goods and services which did not match the description provided by the merchant,

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You can do so by telling us within 30 days after the date of the statement that shows the transaction and providing us with any information we may require.

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the ePayments Conditions of Use.

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the Visa transaction receipt in question.

Digital Wallet

You may load your Visa Card on to your mobile phone in a digital wallet app. Use of the Visa Card details, via the digital wallet, is governed by these Conditions of Use.

The Digital Wallet Provider is responsible for the functioning of the Digital Wallet, not us.

When you load the Card into Digital Wallet, there is a sharing of your personal information between us and the Digital Wallet Provider and between you and the Digital Wallet Provider.

Important Information You Need To Know When Using Your Digital Wallet On a Mobile Phone

You must protect and keep confidential your User ID, phone lock, passcode, passwords, and all other information required for you to make purchases with your Card using the Digital Wallet.

Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.

Our Conditions of Use require you to report these events to us immediately:

-) if your Device has been lost or stolen
-) you believe your security credentials have been compromised
-) if you believe there are errors
-) if you suspect fraud associated with your Digital Wallet

You may become liable for any unauthorised transactions if you unreasonably delay notifying us.

Section 2. DEFINITIONS

- (a) **access card** means an ATM card, debit card or credit card and includes our Visa Card
- (b) **ATM** means automatic teller machine
- (c) **BECS Procedures** means the Bulk Electronic Clearing System Procedures as existing from time to time
- (d) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
- (e) **device** means a device we give to a user that is used to perform a transaction. Examples include:
 - (i) ATM card
 - (ii) debit card or credit card
 - (iii) token issued by a subscriber that generates a pass code
- (f) **direct debit** means a "Direct Debit Request" as defined in the BECS Procedures
- (g) **EFTPOS** means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
- (h) **facility** means an arrangement through which you can perform transactions
- (i) **identifier** means information that a user:
 - (i) knows but is not required to keep secret, and
 - (ii) must provide to perform a transaction
 Examples include an account number or member number.
- (j) **Mandate Management Service** means the central, secure database operated by NPP Australia Limited of Payment Agreements
- (k) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet
- (l) **Migrated DDR Mandates** has the meaning given in clause 33.1
- (m) **NPP** means the New Payments Platform operated by NPP Australia Limited
- (n) **NPP Payments** means electronic payments cleared and settled by participating financial institutions via the NPP
- (o) **pass code** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:

- (i) personal identification number (PIN)
- (ii) internet banking password
- (iii) code generated by a security token

A pass code does not include a number printed on a device (e.g. a security number printed on a credit or debit card).

- (p) **Payment Agreement** means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your account. Other than in Section 28 "Creating a PayTo Payment Agreement", it includes a Migrated DDR Mandate
- (q) **Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account
- (r) **PayTo** means the service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service
- (s) **regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your account using your Visa debit card 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.
- (t) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3
- (u) **Transfer ID** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements
- (v) **unauthorised transaction** means a transaction that is not authorised by a user
- (w) **user** means you or an individual you have authorised to perform transactions on your account, including:
 - (i) a third party signatory to your account
 - (ii) a person you authorise us to issue an additional card to.
- (x) **we, us, or our** means Laboratories Credit Union Ltd (LCU)
- (y) **you** means the person or persons in whose name this Account and Access Facility is held

Section 3. TRANSACTIONS

- 3.1. These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:
 - (a) initiated using electronic equipment, and
 - (b) not intended to be authenticated by comparing a manual signature with a specimen signature.
- 3.2. Without limiting clause 3.1, these ePayment Conditions of Use apply to the following transactions:
 - (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
 - (b) bill payment transactions
 - (c) internet banking transactions, including 'Pay Anyone'
 - (d) online transactions performed using a card number and expiry date
 - (e) online bill payments (including BPAY)
 - (f) direct debits

- (g) transactions using mobile devices
- (h) Osko Payments
- (i) PayTo payments

Section 4. WHEN YOU ARE NOT LIABLE FOR LOSS

- 4.1. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
 - (b) a device, identifier or pass code which is forged, faulty, expired or cancelled
 - (c) a transaction requiring the use of a device and/or pass code that occurred before the user received the device and/or pass code (including a reissued device and/or pass code)
 - (d) a transaction being incorrectly debited more than once to the same facility
 - (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a pass code has been breached.
- 4.2. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- 4.3. You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- 4.4. In a dispute about whether a user received a device or pass code:
- (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
 - (b) we can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user
 - (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code.

Section 5. WHEN YOU ARE LIABLE FOR LOSS

- 5.1. If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.
- 5.2. Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the pass code security requirements in Section 6:
- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us
 - (b) you are not liable for the portion of losses:
 - (i) incurred on any one day that exceeds any applicable daily transaction limit
 - (ii) incurred in any period that exceeds any applicable periodic transaction limit
 - (iii) that exceeds the balance on the facility, including any pre-arranged credit
 - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.
- 5.3. Where:
- (a) more than one pass code is required to perform a transaction; and
 - (b) we prove that a user breached the pass code security requirements in Section 6 for one or more of the required pass codes, but not all of the required pass codes
- you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

- 5.4. You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.

- 5.5. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all pass codes has been breached, you:

- (a) are liable for the actual losses that occur between:
 - (i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
 - (ii) when the security compromise was reported to us
- (b) are not liable for any portion of the losses:
 - (i) incurred on any one day that exceeds any applicable daily transaction limit
 - (ii) incurred in any period that exceeds any applicable periodic transaction limit
 - (iii) that exceeds the balance on the facility, including any pre-arranged credit
 - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or pass code used to perform the transaction.

Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.

- 5.6. Where a pass code was required to perform an unauthorised transaction, and clauses 5.2-5.5 do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us
- (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or pass code, including any prearranged credit
- (c) the actual loss at the time that the misuse, loss or theft of a device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

- 5.7. In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:

- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
- (b) the fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 6
- (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

- 5.8. If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

Section 6. PASS CODE SECURITY REQUIREMENTS

- 6.1. Section 6 applies where one or more pass codes are needed to perform a transaction.
- 6.2. A user must not:

- (a) voluntarily disclose one or more pass codes to anyone, including a family member or friend
 - (b) where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:
 - (i) carried with a device
 - (ii) liable to loss or theft simultaneously with a deviceunless the user makes a reasonable attempt to protect the security of the pass code
 - (c) where a device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).
- 6.3. For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
- (a) hiding or disguising the pass code record among other records
 - (b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found
 - (c) keeping a record of the pass code record in a securely locked container
 - (d) preventing unauthorised access to an electronically stored record of the pass code record.
- This list is not exhaustive.
- 6.4. A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.
- Note 1: An example of extreme carelessness is storing a user name and pass code for internet banking in a diary, BlackBerry or computer that is not password protected under the heading 'Internet banking codes'.*
- Note 2: For the obligations applying to the selection of a pass code by a user, see clause 6.5.*
- 6.5. A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:
- (a) specifically instructed the user not to do so
 - (b) warned the user of the consequences of doing so.
- 6.6. The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5.
- 6.7. Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the pass code security requirements in Section 6.
- 6.8. Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in Section 6.

Section 7. LIABILITY FOR LOSS CAUSED BY SYSTEM OR EQUIPMENT MALFUNCTION

- 7.1. You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.
- 7.2. Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors
 - (b) refunding any fees or charges imposed on the user.

Section 8. NETWORK ARRANGEMENTS

- 8.1. We must not avoid any obligation owed to you on the basis that:
- (a) we are a party to a shared electronic payments network
 - (b) another party to the network caused the failure to meet the obligation.
- 8.2. We must not require you to:
- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
 - (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

Section 9. MISTAKEN INTERNET PAYMENTS

- 9.1. In this Section 9:
- (a) **direct entry** means a direct debit or direct credit
 - (b) **mistaken internet payment** means a payment by a user through a 'Pay Anyone' internet banking facility and processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
 - (i) the user's error, or
 - (ii) the user being advised of the wrong BSB number and/or identifier.This does not include payments made using BPAY.
 - (c) **receiving ADI** means an ADI whose customer has received an internet payment
 - (d) **unintended recipient** means the recipient of funds as a result of a mistaken internet payment
- 9.2. When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.
- 9.3. If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds
- Note: Under the ePayments Code, the receiving ADI must within 5 business days:*
- (i) *acknowledge the request by the sending ADI for the return of funds, and*
 - (ii) *advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.*
- 9.4. If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.
- 9.5. We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 9.6. You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:
- (a) are not satisfied that a mistaken internet payment has occurred
 - (b) have not complied with the processes and timeframes set out in clauses 9.2-9.5, or as described in the box below.
- 9.7. When we receive a complaint under clause 9.6 we must:
- (a) deal with the complaint under our internal dispute resolution procedures
 - (b) not require you to complain to the receiving ADI.
- 9.8. If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider.

Note: If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.

Information about a receiving ADI's obligations after we request return of funds

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.

- **Process where funds are available & report is made within 10 business days**
 -) If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
 -) If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
 -) The sending ADI must return the funds to the holder as soon as practicable.
- **Process where funds are available & report is made between 10 business days & 7 months**
 -) The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
 -) If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
 - a. prevent the unintended recipient from withdrawing the funds for 10 further business days, and
 - b. notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
 -) If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
 -) If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
 -) The sending ADI must return the funds to the holder as soon as practicable.
- **Process where funds are available and report is made after 7 months**
 -) If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
 -) If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
 -) If the unintended recipient consents to the return of the funds:
 - a. the receiving ADI must return the funds to the sending ADI, and
 - b. the sending ADI must return the funds to the holder as soon as practicable.
- **Process where funds are not available**
 -) Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the

unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

Section 10. USING INTERNET BANKING

10.1. We do not warrant that:

- (a) the information available to you about your accounts through our Internet banking service is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to internet banking.
- (c) data you transmit via internet banking is totally secure.

Section 11. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR ACCESS CARD OR PASS CODE

11.1. If you believe your access card has been misused, lost or stolen or the pass code has become known to someone else, you must immediately contact us during business hours or the access card HOTLINE at any time.

Please refer to How to Contact Us on page 2 for our contact details.

11.2. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

11.3. The access card HOTLINE is available 24 hours a day, 7 days a week.

11.4. If the access card HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the access card HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

11.5. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

- (a) with us by telephone +61(2) 9859 0585 (in business hours) or priority paid mail as soon as possible; or
- (b) by telephoning the VISA Card Hotline number for the country you are in.

VISA CARD HOTLINE
AUSTRALIA WIDE TOLL FREE
1800 648 027
SYDNEY METROPOLITAN AREA
+61 2 8299 9101

Section 12. HOW TO REPORT UNAUTHORISED USE OF INTERNET BANKING

12.1. If you believe that your pass code for internet banking transactions has been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must contact us immediately.

Please refer to How to Contact Us on page 2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

12.2. If you believe an unauthorised transaction has been made and your access method uses a pass code, you should change that pass code.

Section 13. USING THE ACCESS CARD

13.1. You agree to sign the access card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of access card. You must ensure that any other

cardholder you authorise also signs their access card immediately upon receiving it and before using it.

13.2. We will advise you from time to time:

- (a) what transactions may be performed using access card;
- (b) what ATMs of other financial institutions may be used; and
- (c) what the daily cash withdrawal limits are.

Please refer to the Fees & Charges and Transaction Limits brochure for details of current transaction limits

13.3. You may only use your access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your access card to access.

13.4. The access card always remains our property.

Section 14. USING VISA OUTSIDE AUSTRALIA

14.1. All transactions made in a foreign currency 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).

14.2. All transactions made in a foreign currency or with a merchant located overseas (even if in Australian currency) on the Visa Card are subject to a conversion fee. Please refer to the *Fees & Charges and Transaction Limits* brochure for the current conversion fee.

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

14.4. 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.

Section 15. ADDITIONAL ACCESS CARD

15.1. You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).

15.2. You will be liable for all transactions carried out by this cardholder.

15.3. We will give each additional cardholder a separate pass code.

15.4. You must ensure that any additional cardholders protect their access card and pass code in the same way as these ePayment Conditions of Use require you to protect access card and pass code.

15.5. To cancel the additional access card you must notify us by telephone, in person or in writing (including electronically). However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.

15.6. You will not be liable for the continued use of the additional access card from the date that you have:

- (a) notified us that you want it cancelled; and
- (b) taken all reasonable steps to have the additional access card returned to us.

Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.

Section 16. USE AFTER CANCELLATION OR EXPIRY OF ACCESS CARD

16.1. You must not use your access card:

- (a) before the valid date or after the expiration date shown on the face of access card; or
- (b) after the access card has been cancelled.

- 16.2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

Section 17. EXCLUSIONS OF ACCESS CARD WARRANTIES AND REPRESENTATIONS

- 17.1. We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept access card.
- 17.2. We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour access card.
- 17.3. We are not responsible for any defects in the goods and services you acquire 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.

Section 18. CANCELLATION OF ACCESS CARD OR OF ACCESS TO INTERNET BANKING SERVICE, BPAY, OSKO OR PAYTO

- 18.1. You may cancel your access card, your access to internet banking, BPAY or Osko at any time by giving us written notice.
- 18.2. We may immediately cancel or suspend your access card or your access to internet banking, BPAY, Osko or PayTo at any time:
- (a) for security reasons,
 - (b) if you breach these Conditions of Use
 - (c) you, or someone acting on your behalf, is being fraudulent
 - (d) in the case of Osko, we suspect that you are using Osko in a manner that is likely to affect our ability to continue providing Osko to you or our other customers
 - (e) in the case of Osko or PayTo, if we cease to be a participant in Osko or PayTo.
 - (f) in the case of access card, we may cancel the access card by capture of the access card at any ATM.
- 18.3. We may cancel your access card or your access to internet banking, BPAY, Osko or PayTo for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.
- 18.4. In the case of access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of access card.
- 18.5. In the case of internet banking, BPAY, Osko or PayTo, if, despite the cancellation of your access to internet banking, BPAY, Osko or PayTo, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 18.6. Your access card or your access to internet banking, BPAY, Osko or PayTo will be terminated when:
- (a) we notify you that we have cancelled your access card or your access method to the account with us;
 - (b) you close the last of your accounts with us to which the access card applies or which has internet banking, BPAY, Osko or PayTo access;
 - (c) you cease to be our customer; or
 - (d) you alter the authorities governing the use of your account or accounts to which the access card applies or which has internet banking, BPAY, Osko or PayTo access (unless we agree otherwise).
- 18.7. In the case of access card, we may demand the return or destruction of any cancelled access card.

Section 19. USING BPAY

- 19.1. You can use BPAY® to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

- 19.2. 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 (e.g. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- 19.3. We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information.
- Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

Section 20. PROCESSING BPAY PAYMENTS

- 20.1. We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and you must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your BPAY payment;
 - (b) you did not authorise a BPAY payment that has been made from your account; or
 - (c) you think that you have been fraudulently induced to make a BPAY payment.
- Please keep a record of the BPAY receipt numbers on the relevant bills.*
- 20.2. A BPAY payment instruction is irrevocable.
- 20.3. Except for future-dated payments you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.
- 20.4. We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.
- 20.5. 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).
- Please note that you must provide us with written consent addressed to the biller who received that BPAY payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.*
- 20.6. A BPAY payment is treated as received by the biller to whom it is directed:
- (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
 - (b) otherwise, on the next banking business day after you direct us to make it.
 - (c) Please note that 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.
- 20.7. Notwithstanding this, a delay may occur processing a BPAY payment if:
- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY payment;
 - (b) you tell us to make a BPAY payment on a day which is not a banking business day or after the cut off time on a banking business day; or
 - (c) a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- 20.8. If we are advised that your payment cannot be processed by a biller, we will:
- (a) advise you of this;
 - (b) credit your account with the amount of the BPAY payment; and
 - (c) take all reasonable steps to assist you in making the BPAY payment as quickly as possible.
- 20.9. 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:
- (a) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess; or
 - (b) the amount you paid was less than the amount you needed to pay - you can make another BPAY payment for the difference between the amount you actually paid and the amount you needed to pay.

- 20.10. 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.

Section 21. FUTURE-DATED BPAY PAYMENTS

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

- 21.1. You may arrange BPAY payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:
- (a) 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;
 - (b) 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;
 - (c) you are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
 - (d) you should contact us if there are any problems with your future-dated payment;
 - (e) 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.

Section 22. CONSEQUENTIAL DAMAGE FOR BPAY PAYMENTS

- 22.1. 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.
- 22.2. 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.

Section 23. USING OSKO

- 23.1. You can use Osko® to make payments from those accounts that have the Osko facility.
- (a) make an Osko payment
 - (b) make scheduled and recurring Osko payments
 - (c) pay bills bearing the Osko logo from those accounts that have the Osko facility.
- 23.2. When you tell us to make an Osko payment you must tell us the payee's PayID or the details of the payee's account, the amount to be paid and the account from which the amount is to be paid.
- 23.3. We cannot effect your Osko instructions if you do not give us all the specified information or if you give us inaccurate information.

Section 24. PROCESSING OSKO PAYMENTS

- 24.1. We will attempt to make sure that your Osko payments are processed promptly by participants in Osko, and you must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your Osko payment;
 - (b) you did not authorise an Osko payment that has been made from your account; or
 - (c) you think that you have been fraudulently induced to make an Osko payment.
- 24.2. An Osko payment instruction is irrevocable.
- 24.3. Except for scheduled and recurring Osko payments, you cannot stop an Osko payment once you have instructed us to make it and we cannot reverse it.

- 24.4. We will treat your Osko payment instruction as valid if, when you give it to us, you use the correct access method.
- 24.5. 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).
- 24.6. If we are advised that your payment cannot be processed by a biller, we will:
 - (a) advise you of this;
 - (b) credit your account with the amount of the Osko payment; and
 - (c) take all reasonable steps to assist you in making the Osko payment as quickly as possible.

Section 25. SCHEDULED AND RECURRING OSKO PAYMENTS

You may schedule Osko payments up to 60 days in advance of the time for payment and you can also schedule recurring Osko payments. If you use this option you should be aware of the following:

- (a) you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all scheduled and recurring Osko 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;
- (b) if there are insufficient cleared funds or, as relevant, insufficient available credit, the Osko payment will not be made and you may be charged a dishonour fee;
- (c) you are responsible for checking your account transaction details or account statement to ensure that the scheduled or recurrent Osko payment is made correctly;
- (d) you should contact us if there are any problems with your scheduled or recurrent Osko payments;
- (e) you must contact us if you wish to cancel a scheduled or recurrent Osko payment after you have given the direction but before the date for payment.

Section 26. REGULAR PAYMENT ARRANGEMENTS

- 26.1. You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- 26.2. To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 26.3. 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.
- 26.4. Should your Visa Card or your accounts with us 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.

Section 27. AUTHORITY TO RECOVER MISTAKEN OR MISDIRECTED PAYMENTS

Where we and the sending financial institution determine that an NPP Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable Terms and Conditions, deduct from your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

Section 28. CREATING A PAYTO PAYMENT AGREEMENT

- 28.1. PayTo allows you to establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option.

- 28.2. If you elect to establish a Payment Agreement with a merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that merchant or Payment Initiator with your personal information including your BSB and account number, or your PayID. You are responsible for ensuring the information you provide to the merchant or Payment Initiator is correct. Any personal information or data you provide to the merchant or Payment Initiator will be subject to their own privacy policy and terms and conditions.
- 28.3. Payment Agreements must be recorded in the Mandate Management Service before NPP Payments can be processed in accordance with them. The merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your account or PayID details. We will notify you of the creation of a Payment Agreement, and provide details of the merchant or Payment Initiator, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.
- 28.4. We will only process payment instructions in connection with a Payment Agreement once you have confirmed the Payment Agreement and it is effective. Once the Payment Agreement is effective we will process payment instructions received from the merchant's or Payment Initiator's financial institution. We are not liable for any loss you or any other person may suffer as a result of our processing a payment instruction submitted under a Payment Agreement that you have confirmed.
- Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them.**
- 28.5. If a Payment Agreement requires your confirmation within a timeframe stipulated by the merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the merchant or Payment Initiator.
- 28.6. If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.
- 28.7. This Section 28 does not apply to Migrated DDR Mandates.

Section 29. AMENDING A PAYMENT AGREEMENT

- 29.1. Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.
- 29.2. We will notify you of proposed amendments to a Payment Agreement requested by the merchant or Payment Initiator. Such amendments may include variation of the payment amount (if a fixed amount) or payment frequency. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be effective. If you decline, the amendment will not be made and the Payment Agreement will continue on existing terms.
- 29.3. If you do not confirm or decline an amendment request within 5 calendar days of it being sent to you, then the amendment request will be deemed to be declined.
- 29.4. If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or Payment Initiator.
- 29.5. Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- 29.6. Once a Payment Agreement has been established, you may instruct us to amend your name or transfer the Payment Agreement to another account you hold with us. If you wish to transfer

the Payment Agreement to an account with another financial institution, you may give us a transfer instruction (see Section 31 “Transferring your Payment Agreement”). We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the merchant or Payment Initiator, or another party.

Section 30. PAUSING YOUR PAYMENT AGREEMENT

30.1. You may instruct us to pause and resume your Payment Agreement. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant’s or Payment Initiator’s financial institution or payment processor of the pause or resumption. While the Payment Agreement is paused, we will not process payment instructions in connection with it. We are not liable for any loss that you or any other person may suffer as a result of you pausing a Payment Agreement.

Before pausing a Payment Agreement you should ensure this will not breach, or result in a breach of, any contract you have with the merchant or Payment Initiator.

30.2. A merchant or Payment Initiator may pause and resume a Payment Agreement to which you are a party, in which case we will promptly notify you of that pause or subsequent resumption. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the merchant or Payment Initiator.

Section 31. TRANSFERRING YOUR PAYMENT AGREEMENT

31.1. When available, you may ask us to initiate the transfer of a Payment Agreement to an account at another financial institution. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

31.2. Your new financial institution will be responsible for obtaining your consent to transfer the Payment Agreement and for updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will only become effective upon being updated in the Mandate Management Service.

31.3. Until the transfer is completed, the Payment Agreement will remain linked to your account with us and payments under the Payment Agreement will continue to be made from your account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us.

31.4. To transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us. We will use reasonable endeavours to process the transfer within 14 calendar days. Not all Payment Agreements will be transferrable to us. If we are unable to complete a transfer, we will notify you and advise you of your options.

Section 32. CANCELLING YOUR PAYMENT AGREEMENT

32.1. You may instruct us to cancel a Payment Agreement on your behalf. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant’s or Payment Initiator’s financial institution or payment processor of the cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancelling a Payment Agreement.

You may remain liable to the merchant or Payment Initiator for payments that would otherwise have been paid under the Payment Agreement, including for any cancellation fees.

32.2. A merchant or Payment Initiator may cancel a Payment Agreement to which you are a party, in which case we will promptly notify you of that cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancellation of your Payment Agreement by the merchant or Payment Initiator.

Section 33. MIGRATION OF DIRECT DEBIT ARRANGEMENTS

- 33.1. A merchant or Payment Initiator who has an existing direct debit arrangement with you, may migrate it to a Payment Agreement, as a Migrated DDR Mandate. We are not obliged to notify you of a Migrated DDR Mandate. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.
- A Migrated DDR Mandate takes effect without your confirmation. If you do not consent to the migration of a direct debit arrangement you should contact the merchant or Payment Initiator.**
- 33.2. A Migrated DDR Mandate has effect as a Payment Agreement. You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, and will receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator of your Migrated DDR Mandates, in the same manner as for other Payment Agreements.

Section 34. GENERAL PAYTO PROVISIONS

- 34.1. A Payment Agreement can only be linked to an account that has the PayTo facility.
- 34.2. You must carefully consider any Payment Agreement creation request, or amendment request made in respect of a Payment Agreement, and promptly respond to such requests. We are not liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement.
- 34.3. You must notify us immediately if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement has been or will be made.
- 34.4. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason. We are not responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 34.5. You are responsible for complying with the terms of any agreement that you have with a merchant or Payment Initiator, including any termination notice periods. You are responsible for any loss that you suffer in connection with you cancelling or pausing a Payment Agreement, including for a breach of any agreement that you have with that merchant or Payment Initiator.
- 34.6. You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements. We are not responsible for any loss that you suffer as a result of your account having insufficient funds to meet a payment instruction under a Payment Agreement. See "Overdrawing An Account" on page 8 for our rights if there are insufficient funds in your account.
- 34.7. If you receive a Payment Agreement creation request or become aware of payments being processed from your account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us immediately.
- 34.8. From time to time we may ask you to confirm that your Payment Agreements are accurate and up to date. You must promptly respond to any such request. Failure to respond may result in us pausing the Payment Agreements.
- 34.9. We recommend that you allow notifications from our mobile banking channel] to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- 34.10. You are responsible for ensuring that: (i) all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- 34.11. All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these terms and conditions.
- 34.12. Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is

based upon: (i) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement; (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item; (iii) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and (iv) your failure to use Our Intellectual Property in accordance with this agreement.

- 34.13. We may cancel or suspend your use of PayTo in accordance with our rights under Section 18 "Cancellation of access card or of access to Internet banking service, BPAY, Osko or PayTo".
- 34.14. We may amend the terms and condition relating to PayTo in accordance with our rights under "Notifying Changes" on page 10. If you do not accept our amendments, you may cease using PayTo.
- 34.15. You must comply with all applicable laws in connection with your use of PayTo.
- 34.16. We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 34.17. We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action.
- 34.18. If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or that was not authorised by you, contact us immediately and submit a claim. We will promptly respond to all claims and if the claim is founded, we will refund your account. We are not liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement.
- 34.19. We may impose daily, or other periodic, limits on the value of payments that can be made using PayTo. These limits are set out in the *Fees & Charges and Transaction Limits* brochure. We may reject any payment instructions from a merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this clause.
- 34.20. If your Payment Agreement is linked to a PayID:
 - (a) transferring your PayID to another financial institution/account (whether with us or another financial institution) will not automatically transfer the Payment Agreement to that [financial institution]/[account], and payments under the linked Payment Agreement will fail (subject to clause 34.21);
 - (b) closing your PayID will cause payments under the linked Payment Agreement to fail (subject to clause 34.21).
- 34.21. To ensure payments under a linked Payment Agreement continue after transferring or closing the PayID you will also need to either link the Payment Agreement to an account with us (see Section 29 "Amending a Payment Agreement") or transfer the Payment Agreement to another financial institution (see Section 31 "Transferring your Payment Agreement").

Section 35. PRIVACY AND PAYTO

- 35.1. By confirming a Payment Agreement or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that you authorise us to collect, use and store your personal information and the details of your Payment Agreement or Migrated DDR Mandate in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your account.

Section 36. AUTHORITY FOR PAYTO INSTRUCTIONS

- 36.1. Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the account that is, or is intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the

merchant's or Payment Initiator's amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. For example, instructions to confirm a Payment Agreement linked to a joint account operated on an 'all to sign' basis must be provided by all the joint holders.

ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE

Customer Owned banking delivers customer-focused, competitive services. Credit unions and mutual building societies are customer-owned financial institutions committed to putting their customers first.

The Customer Owned Banking Code of Practice, the code of practice for credit unions and mutual building societies, is an important public expression of the value we place on improving the financial wellbeing of our individual customers and their communities.

Our 10 Key Promises to you are

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

You can download a copy of the Customer Owned Banking Code of Practice here:

<http://www.customerownedbanking.asn.au/consumers/cobcop>

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact

Australian Financial Complaints Authority

If you are not satisfied with our response, or handling of your complaint, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent external resolution service.

You can contact AFCA at:

Postal Address: Australian Financial Complaints Authority Limited
GPO Box 3
Melbourne VIC 3001

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678

Customer Owned Banking Code of Practice compliance

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee. Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation. You can contact the Committee at:

Postal Address: Customer Owned Banking Code Compliance Committee
PO Box 14240
Melbourne VIC 8001

Website: www.cobccc.org.au

Email: info@codecompliance.org.au

Telephone: 1800 931 678

The Code Compliance Committee Mutual (CCC) is an independent committee, established in accordance with [the Code](#), to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through as mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation we recommend you contact us first. You can contact our external dispute resolution provider, the Australian Financial Complaints Authority, directly. However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.