

General Information, Terms & Conditions

Accounts & Access Facilities

8th December 2011

*This document must be read in conjunction
with CUA's Schedule of Fees.*



A change for the better

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INTRODUCTION

WELCOME TO CREDIT UNION AUSTRALIA (CUA)

This document provides information about the full range of savings and investment account products, and available access facilities that we offer to our members. It will help you decide what the most appropriate product is in relation to your requirements and includes a description of each of these products.

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

Please read this document entirely and ask us about any issues that concern you. Keep this document in a safe place so that you can refer to it when needed. You may also obtain a copy from our website at www.cua.com.au

CODES OF CONDUCT

Mutual Banking Code of Practice

We warrant that we will comply with the Mutual Banking Code of Practice. Please see the section About the Mutual Banking Code of Practice at the end of this document for more detail.

Electronic Funds Transfer Code of Conduct

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct.

PRIVACY

We have a privacy information statement that sets out:

- our obligations regarding the confidentiality of your personal information; and
- how we manage your personal information.

We will give you the privacy information statement whenever we request personal information from you.

It is always available on request or on our website at www.cua.com.au

FINANCIAL CLAIMS SCHEME

Depositors with the Credit Union may be entitled to receive a payment from the Financial Claims Scheme, subject to a limit per depositor.

For further information about the Financial Claims Scheme

- visit the APRA website at <http://www.apra.gov.au/>
- phone the APRA hotline on 1300 13 10 60

FINANCIAL DIFFICULTY

If you ever experience financial difficulty you should inform us promptly. With your agreement and commitment, we will try to assist you to overcome these difficulties.

ACCOUNT OPERATIONS

Your membership of CUA gives you access to savings, investments and term deposit accounts, as well as facilities for accessing these accounts, including:

- Redicard;
- Visa Card;
- member chequing;
- BPAY;
- Web Banker (internet banking);
- Telebanker (telephone banking);
- EFTPOS and ATM access;
- direct debit requests;
- periodical payments.

SAVINGS AND INVESTMENT PRODUCTS

Our standard savings and investment products are described as follows:

Prime Access account

CUA's Prime Access account is generally your main transaction account. This account is automatically opened when you first join CUA as a member. You may also activate the "Mortgage Offset" facility to reduce your mortgage interest charges on qualifying loans.

Freedom Plus account

A special transaction account available if you are under 25 years of age. You may also activate the "Mortgage Offset" facility to reduce your mortgage interest charges on qualifying loans.

Platinum Plus account

A special transaction account available if you are 55 years of age or over. You may also activate the "Mortgage Offset" facility to reduce your mortgage interest charges on qualifying loans.

Pensioner Deeming account

A special transaction account available if you are 55 years of age or over and retired, or receiving an eligible pension or allowance which is subject to deeming. You may also activate the "Mortgage Offset" facility to reduce your mortgage interest charges on qualifying loans. This account cannot be held in trust.

Pensioner Deeming account interest rates are applied on a stepped basis. Different rates of interest apply to different portions of your account balance, not on the whole balance. Please refer to our Interest Rates Schedule for the current interest rates payable.

Special Purpose accounts

You may open any number of Special Purpose accounts to fulfill a particular savings need (such as travel) or to fund any expenses (to pay your regular bills). You may also activate the "Mortgage Offset" facility to reduce your mortgage interest charges on qualifying loans.

No new accounts opened from 1 September 2011

Christmas Club account

This account allows you to save money for spending at Christmas. The funds are automatically transferred to your transaction account on 1 November each year.

No new accounts opened from 1 September 2011

Bonus Saver account

This account is intended to encourage members to save by providing a higher interest rate than the Prime Access or Special Purpose accounts. However, the right to earn the published higher rates is dependent on a number of factors which are set out in the Terms & Conditions of the product.

No new accounts opened from 1 September 2011

Cash Management account

The Cash Management account earns a higher rate of interest than everyday savings accounts, but still provides easy access to your funds.

eSaver account

eSaver is an on-line savings account earning a higher rate of interest than everyday savings accounts. Usual access to this account is by on-line transfer of funds to and from other accounts via internet or telephone banking.

Term Deposit account

This account is designed for those who wish to invest funds for a specified period.

The following table provides more detail on our savings and investment accounts and the access methods attached to each account type.

Notes:

1. The following minimum age limitations apply:

- Visa Card & cheque book - 18 years.
- Redicard, internet banking, telephone & SMS banking - normally issued only to members age 10 or over.

2. Freedom Plus account – accounts will be converted to a Prime Access account by us when the member attains 25 years of age.

3. Christmas Club account – account balances are automatically transferred to your nominated transaction or special purpose account on 1 November. The account will remain open until such time as it is closed by the member or the membership becomes inactive. Access to this account is not encouraged prior to 1 November each year, however funds can be accessed if required at any time.
4. Deeming rates are available only on Pensioner Deeming accounts. Application for a Pensioner Deeming account will only be granted after the member has presented to CUA the original, or a copy of, their age pension card or evidence of their applicable pension or allowance eligibility. Members who no longer receive an eligible pension or allowance must advise CUA immediately to have the eligibility status removed from their account.
5. CUA's "Mortgage Offset" facility is only available on any transaction or Special Purpose account ("offset account"). You must maintain a minimum balance of \$500 (or such other required minimum balance as CUA determines) in your "offset account" in order to obtain the benefit of the offset. No credit interest is payable on the offset account itself.
6. eSaver account – deposits can either be made by electronic transfer from another account or by cash or cheque deposit. eSaver accounts are normally issued only to members aged 10 or over.
7. eSaver account withdrawals can only be made by on-line transfer of funds to other accounts via internet or telephone banking. Staff assisted withdrawals will incur a fee. Please refer to our Schedule of Fees for details.
8. Bonus Saver account – bonus interest payable when a minimum deposit of \$50 and no withdrawals are made in a calendar month.
9. Funds required before maturity may require special application to us. We have a discretion whether to allow repayment before maturity or not under certain circumstances. Please note that an interest penalty may apply. Please refer to the Terms & Conditions for term deposit accounts for further detail.
10. Interest is paid to your nominated account, or automatically reinvested with the principal unless otherwise instructed. Where the term of the deposit is greater than one year, interest must be paid at least annually.

Summary of accounts & available access facilities

Account	Minimum opening deposit	Minimum balance to be held	Withdraw funds at call	When interest credited	Cheque book <i>See note 1</i>	EFTPOS & ATM access <i>See note 1</i>	Web Banker & Telebanker <i>See note 1</i>	Direct debit (inward/outward)	Direct credit	BPAY	Periodical payments
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Prime Access <i>See note 5</i>	\$1	\$1	Yes	30 June & 31 December	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
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Freedom Plus (For persons aged under 25 years) <i>See note 2 & note 5</i>	\$1	\$1	Yes	30 June & 31 December	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
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Platinum Plus (For persons aged 55 or over) <i>See note 5</i>	\$1	\$1	Yes	30 June & 31 December	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
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Pensioner Deeming <i>See note 4</i>	\$1	\$1	Yes	30 June & 31 December	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
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Special Purpose* <i>See note 5</i>	\$1	\$1	Yes	30 June & 31 December	Yes	No	Yes	Yes/Yes	Yes	Yes	No
Christmas Club*	\$1	\$1	Yes <i>See note 3</i>	October month end	No	No	Yes	No/No	Yes	No	No
Bonus Saver*	\$1	\$1	Yes	Month end <i>See Note 8</i>	No	No	Yes	No/Yes	Yes	No	Yes
Cash Management	\$1	\$1	Yes	Month end	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
eSaver <i>See note 6</i>	\$1	\$1	Yes <i>See note 7</i>	Month end	No	No	Yes	Yes/No	Yes	Yes	No
Term Deposit	\$1000	\$1000	Yes <i>See note 9</i>	Annually, monthly or at maturity <i>See note 10</i>	No	No	Enquiry only	No/No	No	No	No

*No new accounts opened from 1 September 2011

INFORMATION YOU NEED TO KNOW

To open a CUA savings or investment account:

- simply complete a membership application form; and
- subscribe for a member share in CUA.

The member share is a redeemable preference share. This means that, when you resign your membership of CUA, we refund you the subscription price. Please note that your member share is not transferable.

You must subscribe for membership in the same name as the account you wish to open. However, you can open an account jointly with another person, so long as you are both members of CUA.

WHAT FEES AND CHARGES ARE THERE?

Please refer to our Schedule of Fees for our current fees and charges, including government fees and charges. We can vary fees or charges from time to time. Please see Notifying changes on page 21 for details of how and when we must notify you of these changes.

We will also debit the applicable account for any government taxes and charges.

WHAT INTEREST CAN I EARN ON MY ACCOUNT?

Please refer to our Interest Rates Schedule for the current savings and investment interest rates payable.

We calculate interest on the closing daily credit balance of your account, and credit interest to your account as set out in this document. We may vary savings and investment interest rates from time to time. However, interest rates on term deposits remain fixed for the agreed term of the deposit. You can obtain information about current savings and investment interest rates from us at any time or by visiting our website at www.cua.com.au

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:

- a State or Territory drivers licence;
- a photo ID card issued by a State or Territory;
- an Australian current passport or one that has expired within the last 2 years;
- a passport 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.

Other special identification provisions apply for isolated area Aborigines and Torres Strait Islanders, recent migrants to Australia, certain Centrelink benefit recipients and children under the age of 18 years.

Until you have fulfilled your identification requirements, you will not be permitted to operate on your CUA account(s). We are also required by law, in most cases, to obtain for each member an address other than a post office box address. You may not be permitted to operate on your account(s) until such an address is provided to us by you.

The law does not allow you to open an account using a false name. However, if you are commonly known by more than one name you can open an account in any one of those names, but you must give us all the other names that you use with supporting identification documents.

The same rules apply to becoming a signatory to an existing account.

If you change your name, for example, upon marriage, you will need to complete the appropriate form. We will give you guidance on how to go about this.

For memberships other than individuals, you must show us details of your certificate of incorporation, partnership agreement or other constituent documents. You must notify us if there are any changes to these documents.

When you visit or contact CUA we will also require you to provide sufficient information to verify your identity or require you to lodge a signed request in writing prior to accepting any instruction on your behalf.

ABOUT TAX FILE NUMBERS (TFN)

CUA is authorised to obtain your TFN under both the Privacy Act and various other tax laws. Should your TFN be supplied to CUA, we are obliged to strictly regulate the use and disclosure of it.

By supplying CUA with your TFN details, you authorise the use of the quoted TFN or exemption for all accounts unless you indicate at any time that you do not wish to quote your TFN or exemption for a particular account.

Business members can provide their ABN or a Tax File Number.

Tax file numbers and joint accounts

In the case of joint accounts, at least two TFNs or exemptions must be lodged to avoid the deduction of tax.

Your local Australian Taxation Office (ATO) branch will be able to assist you if you wish to apply for a TFN, have any queries with regard to claiming for an exemption, or if you would like further information about the use of TFNs.

Taxation implications

Tax may be payable on any interest income earned by you, dependent on individual circumstances. If you do not supply us with your TFN we are required to deduct withholding tax from any interest earned. Withholding tax is calculated at the highest marginal tax rate plus the Medicare levy if your interest income exceeds the threshold set by the ATO. Withholding tax must also be applied to Australian residents living overseas.

Please note that under existing laws, you do not have to supply us with your TFN or the details of your exemption from the TFN rules. You are not breaking any laws by choosing not to disclose this information. If you are exempt from quoting a TFN, you can claim that exemption in place of quoting your TFN. CUA's membership application form does, however, provide you with the opportunity to supply CUA with this information should you choose to do so.

How to obtain a refund of withholding tax deducted from your account

CUA forwards withholding tax amounts to the Australian Taxation Office (ATO) twice per week in accordance with ATO requirements. CUA is unable to refund withholding tax amounts deducted from your account where you have not provided CUA with your TFN, ABN or exemption category or if you have had withholding tax deducted due to having an overseas residential address.

To obtain a refund, include the amount of withholding tax deducted on your tax return claim form. If you are retired and no longer required to lodge a tax return claim form, the ATO will refund the deducted amounts back to your CUA account on completion of the relevant claim form available from ATO offices.

CUA is not able to charge withholding tax on interest already credited to your account. If you require non-resident withholding tax to be deducted from your interest earnings you need to supply CUA with an overseas residential street address to be loaded against your membership.

ABOUT JOINT ACCOUNTS

Where you choose to have an account with another person or a number of other people, each person named on the account will be responsible for its operation and any debt incurred on it. Your liability with regard to the account is both “joint and several”. This means that, if necessary, CUA can recover the outstanding debt by asking all or any one of the joint holders of the account for the whole amount owing.

Where either a CUA Visa Card or Redicard has been issued on a joint account, all parties to the account will be liable for any withdrawals or purchases made with that card on the account.

If any party to a joint account dies, the surviving joint holders automatically take the deceased joint holder’s share in the account.

Who can sign? Who can't?

Unless you advise CUA otherwise, for the convenience of joint account holders only one signature will be required in order to operate a CUA joint account. Any member may perform functions to any account as well as joint accounts under that membership including:

- open additional accounts under that membership;
- deposit and invest money in accounts for any term;
- negotiate any cheques in the membership name;
- draw and sign cheques (including any instruction to stop payment on a cheque);
- instructions for direct credit deposits;
- authorise periodical payments/electronic bank transfers/direct debits;
- withdraw part or all monies to the credit of the membership.

However, should you wish more than one person to sign in order to operate the account, you will need to advise CUA - in writing - of this requirement.

Authority to have more than one person to sign on an account is not available on all accounts or with all products and services. Any request must be in writing and upon receipt of the request, we will advise you whether the service is available on the account requested. We regret, however, that we are unable to offer any other options for the signing authority on our accounts.

Additionally, some payment instruments are also affected. For example, electronic cards (CUA Visa Card and Redicard) cannot be issued on an account that requires two signatures to make a withdrawal.

Also, transactions cannot be conducted via Telebanker or Web Banker on accounts that require two people to sign. You will, however, be able to use these facilities to make balance and transaction history enquiries about these types of accounts.

CUA will be happy to help you decide which arrangements would be most suitable for your requirements.

Is it possible to vary the instructions?

Regardless of any arrangements you make with CUA concerning the operation of a joint account, any single party to the account can revoke - in writing - the existing authority and request that CUA operate the account only on the signature of all the account holders. In the case of accounts with more than one person to sign, all existing signatories must approve the change in writing. This may be necessary in the instance of, for example, a dispute between the joint holders of the account.

Please note, however, that any electronic cards issued on an account must be surrendered at the time the request is made. Until all cards are returned, we may not be able to comply with your request. CUA accepts no responsibility for card transactions made by any party after the date the request is lodged, and any debt incurred remains the responsibility of all the joint account holders.

The friendly staff at your nearest CUA branch or CUA Direct can provide you with any further information you may require about joint accounts.

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; or
- 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.

THIRD PARTY ACCESS

You can authorise us at any time to allow another person to operate on your accounts to do the following:

- carry out withdrawals on the account, for any purpose, including signing cheques;
- make enquiries about account balances and transactions on the account, including any debit balance or available credit on a transactional account.

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 nominated them to have access to. 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, however the account owner will remain responsible for all transactions conducted by the third party prior to revocation of the authority. You must also surrender all access facilities held by the third party.

MAKING DEPOSITS TO THE ACCOUNT

You can make deposits to the account:

- by cash or cheque at any of our branches;
- 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;
- via Australia Post Deposit Card or Bank@Post, unless otherwise indicated in the Summary of accounts & available access facilities table. (see page 10)

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use, Section 7. Cheque deposits are subject to clearance periods.

OVER THE COUNTER WITHDRAWALS

Generally, you can make over-the-counter withdrawals in cash or by having a CUA financial institution cheque issued.

Where a teller service is available at a CUA branch, cash withdrawals are limited to a maximum of \$2,000 per day per member, except for joint accounts, where a maximum of \$2,000 per member applies. Larger amounts may be available with 24 hours notice, however CUA reserves the right to decline any such requests. We will require acceptable proof of your identity before processing withdrawals.

A fee may apply for over the counter withdrawals. Please refer to our Schedule of Fees for further details.

DEBITING TRANSACTIONS

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

OVERDRAWING AN ACCOUNT

You must keep sufficient cleared funds in your account to cover all debit transactions, including but not limited to cheques, direct debits and EFT transactions. If you do not, we can dishonour the transaction and charge dishonour fees. Please refer to our Schedule of Fees for further details.

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; and/or
- a fee for each day (or part of a day) transactions are processed to the account that either overdraw or cause your account to be further overdrawn. Please refer to our Schedule of Fees for further details.

‘Cleared funds’ are the proceeds of:

- cheque deposits to your account (once the cheque is cleared);
- cash deposits and direct credits;
- less any outstanding card transactions.

ACCOUNT STATEMENTS

Statements will normally be sent to you at least every six months or annually if there are no transactions. Statements are not sent for dormant/inactive accounts. You may request us to send you account statements more frequently. Transaction listings are also available on request. Only the first named owner of a joint savings account will receive a statement for that account.

We recommend your account statement be checked as soon as you receive it and immediately notify us of any unauthorised transactions or errors.

A fee may apply for replacement or additional copies of CUA statements. Please refer to our Schedule of Fees for further 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/INACTIVE ACCOUNTS

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by CUA, 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 inactive.

Once your account becomes inactive, we may:

- charge an inactive fee;
- stop paying interest or reduce the amount of interest;
- stop sending account statements.

Please refer to our Schedule of Fees for further details.

If your account remains inactive for 7 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities & Investments Commission as unclaimed monies.

ABOUT CUA'S RIGHT TO COMBINE FUNDS HELD

CUA may set off the credit balance of any of your deposit accounts and the value of your membership share against any debt owing by you to CUA from time to time.

CUA reserves the right to transfer funds from one of your CUA accounts to another, where the accounts are held in the same name. This may become necessary if, for example, one of your accounts becomes overdrawn, or in payment of any amount overdue on any loan account in the same name.

However, this transfer of funds will not occur where:

- CUA knows that the funds are not held in the same capacity (ie: where you have funds in a personal savings account and funds in an account where you act on behalf of your child);
- your debt to CUA arises from some business with CUA other than banking.

In instances where CUA is bound by a specific code, there may be limits on the extent to which funds from your various accounts may be transferred.

CUA will, where possible, promptly advise you if it has been necessary to transfer any funds between your accounts. However, CUA is under no obligation to tell you of its intentions prior to transferring funds between your accounts.

You should not presume that CUA will transfer funds to an overdrawn account from an account which is in credit to, for example, cover any cheques that have been drawn on an account already overdrawn or exceeding any credit limit. A fee may apply for the transfer of funds. Please refer to our Schedule of Fees for further details.

NOTIFYING CHANGES

We may change fees, charges, interest rates and other conditions at any time.

The table below 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 the account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing interest rates	on the day of change
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;
- 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.

COMMISSION

There are no commissions or other payments made to our staff which would impact on the amount of your return.

CLOSING ACCOUNTS AND CANCELLING ACCESS FACILITIES

You can close your CUA accounts or access facilities 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 cheques, EFT & Visa transactions and fees, if applicable.

You can cancel any access facility on request at any time. However, for direct debits:

- you must contact your biller before you contact us to cancel any direct debit authority you have given to a biller;
- you have to give us three business days notice to cancel any direct debit authority you give us.

We can:

- close CUA accounts & access facilities at our absolute discretion by giving you reasonable notice and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach these terms & conditions.

NOTICES & ELECTRONIC COMMUNICATION

We may send you notices and statements:

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

We will only use fax or email if the law permits and you have nominated and consented to a fax number or email address for this purpose. We may also send you notices and statements by some other way that you have agreed to.

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 vary your nominated email address at any time or cancel arrangements to receive notices or statements by email or by retrieval from our website.

CHEQUE DEPOSITS

You can only access the proceeds of a cheque when it is cleared. Cheques you deposit will be credited to your CUA account on the same day and will earn interest from that day.

How a cheque is cleared

Under normal circumstances, if you deposit a cheque into your CUA account before 1.00pm (QLD time) on a weekday, the funds will be available for withdrawal by 10.00am on the second working day after the deposit was made. Deposits made after 1.00pm (QLD time) will normally be available for withdrawal by 10.00am (QLD time) on the third working day.

Please note that cheques drawn on an overseas institution have longer clearance periods and proceeds may not necessarily be credited to your account until cleared. These clearance times are subject to change without notice.

If a cheque is dishonoured, putting your account into debit or exceeding any credit limit you may have, you are responsible for bringing the account back into credit or under the credit limit. CUA reserves the right to recover from you, all funds and fees on a cheque upon which clearance times have lapsed, but which has been subsequently dishonoured.

Drawee financial institution requests

A drawee financial institution has the right to extend clearance times by one working day to give it the opportunity to verify the validity of the presented cheque.

Public holidays

Clearance times will often be extended in instances where public holidays (including regional and state holidays) and weekends fall after the day on which the cheque was deposited.

What about cheques deposited via another financial institution?

As a CUA member, you can make deposits to your CUA account through any branch of another financial institution using a specially encoded deposit book. Cheque deposits made at another financial institution's branches are subject to a three (3) working day clearance period, however interest will accrue from the date the deposit is received by CUA.

In instances where a split of cash and cheques is deposited via another financial institution, the entire deposit will be subject to clearance as CUA will be unaware of the cash/cheque break-up.

Please note that another financial institution may charge a fee for accepting the deposit.

What about cheques deposited via Bank@Post?

CUA members are able to make withdrawals from, and deposits to, their linked CUA account at any post office displaying the Bank@Post logo by using a CUA Visa Card or Redicard. Deposits may also be made using an Australia Post Deposit Card.

Cheque deposits made via Bank@Post are subject to a five (5) working day clearance period. Interest on all Australia Post deposits will accrue from the date the deposit is received by CUA.

Special clearance on a cheque

Should you need to draw on the funds from a cheque that has been deposited into your CUA account prior to the end of the normal clearance period, it is possible to arrange for a special clearance to be applied to it. Should you wish to take advantage of this service, it must be requested at the time the cheque is deposited into your account at the branch.

A fee applies for special clearance on a cheque. Please refer to our Schedule of Fees for further details.

Please note, we cannot guarantee that this service will provide faster clearance than the usual process.

About dishonouring member cheques

CUA may “dishonour” (or return unpaid) cheques in certain circumstances, such as where:

- there are insufficient cleared funds available in your account (including any available CUA Overdraft funds) to cover the amount of the cheque;
- the cheque is more than 15 months old or “stale”;
- the cheque is post dated;
- there is some irregularity with the cheque;
- the cheque is unsigned;
- alterations have been made to the details on the cheque and these changes have not been initialled to indicate the drawer’s approval of them;
- a stop payment has been placed on the cheque.

A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by CUA. Please refer to our Schedule of Fees for further details.

If CUA pays a cheque when there are insufficient funds to cover the cheque, the member agrees to incur and repay the debt up to the amount that the cheque and fees exceed the balance of their account.

About writing member cheques

A cheque is a written order to CUA to pay a sum of money to a person or organisation specified by a member, or, in some instances, the bearer of the cheque.

CUA provides its members with cheque books which feature personalised cheque forms that we insist are used.

Any cheque that you write will be valid for a period of 15 months from the date specified on it.

Please note that neither you nor anyone to whom you give a CUA personal cheque will be able to cash it at any CUA branch.

Why should you cross a cheque?

When you cross a cheque you have written, you are advising the financial institution where the cheque is presented that you do not want the cheque to be cashed and that it must be paid into an account.

Should any financial institution cash a cheque that has been crossed, they could be liable for any losses incurred by the true owner of the cheque. CUA cheques are crossed “not negotiable” for your protection.

What does “not negotiable” mean?

The words “not negotiable” written between the two parallel lines across the face of a cheque mean that, where a cheque is passed from one person to another, the person to whom the cheque is given has no greater rights to the cheque than the person who gave it to them.

Say, for example, one of your cheques is stolen. If the thief passes the cheque on to an innocent third person who then obtains payment on it, having crossed the cheque “not negotiable” will mean that the person who has had the cheque stolen from them may be able to recover the amount of the cheque from the innocent person who has obtained payment on it.

Please note, however, that the words “not negotiable” do not prohibit the transfer of a cheque, however CUA does not normally accept third party cheques.

What does “account payee only” mean?

The words “account payee only” do not have to form part of any crossing on the face of a cheque. However, they usually do appear as a warning to the financial institution at which the cheque is presented that the cheque funds should only be deposited into an account held in the name of the person indicated on the cheque as the “payee”.

Should the financial institution pay the proceeds of the cheque to a different person, it may be liable to the true owner of the cheque - unless the institution is found to have acted in good faith and without negligence (ie: making enquiries and receiving a reasonable explanation).

Please note, however, that the words “account payee only” do not prohibit the transfer of a cheque, however CUA does not normally accept third party “account payee only” cheques.

What does deleting the words “or bearer” and adding the words “or order” mean?

The words “or bearer” are generally printed on cheque forms at the end of the line on which you indicate the name of the

person for whom the cheque is for. These words mean that the cheque can be transferred from one person to another simply by handing it over (except if the cheque is crossed).

It also means that the collecting financial institution may collect the proceeds of the cheque for any person in possession of it - not only for the person indicated on the cheque as the "payee".

Crossing out the words "or bearer" and, if so desired, adding the words "or order", means that the cheque will become an "order cheque" and the financial institution on which the cheque is drawn should only pay it:

- to the payee indicated on the cheque; or
- to any other person nominated by the payee. To effectively transfer the cheque to another person in this instance, the payee must, in addition to handing over the cheque, endorse the back of it - by naming the person for whom the funds are for, and signing it.

CHEQUE BOOKS

Take care when writing out a cheque

When you write out a cheque it is important to take steps to reduce the risk of fraud or forgery. It is your responsibility to fill out any cheques you write so as not to mislead CUA or make it easy for someone else to alter it.

Therefore, when filling out a cheque, you should:

- avoid leaving gaps between words or figures;
- start writing the amount in words as close as possible to the words "The sum of" that are printed on the cheque;
- start writing the amount in figures as close as possible to the dollar sign (\$) that is printed on the cheque;
- never write in pencil or erasable ink;
- never sign a cheque before it is used or filled in;
- always write the amount of the cheque in words as well as figures, as words are more difficult to alter;
- always draw a line after you have written in the person's name and the amount on the cheque. Doing this will prevent anything from being added to the cheque once you have finished filling it in.

Writing out a cheque?

It is important that you ensure there are sufficient cleared funds in your account to cover any cheques that are written against the account. If there are no funds in your account to cover a cheque that has been presented:

- we may not contact you before returning the cheque.
- dishonoured cheques incur substantial fees and you may also be charged an overdrawn account fee.

About stopping payment on a cheque

To place a stop payment on a particular cheque, you need to:

- notify us by phone as soon as possible;
- clearly identify the cheque to be stopped.

Should a “stop payment” on a cheque or a cheque book be requested, a signed Stop Payment Authority is required and can be obtained at a branch or by phoning CUA Direct.

If the cheque is presented after a stop payment has been placed on it, the cheque will be dishonoured by us. Fees are payable. Please refer to our Schedule of Fees for further details. A stop payment request must be received by CUA prior to the cheque being presented.

About lifting a stop payment request

Any request to lift a stop payment authority on a cheque will not be lifted until the request has been received by CUA.

If the cheque is presented on the account and the stop payment has not been lifted, the cheque will be returned and a stop payment fee will apply.

General conditions and security of your CUA cheque book facility

1. CUA reserves the right to withdraw a member’s chequing facility at any time if it is believed that the service is not being used in a satisfactory manner. A letter advising that the facility has been withdrawn will be forwarded to the member’s last known address.
2. Cheque books remain the property of CUA and must be returned immediately if requested.
3. Any request to alter the signatories on a cheque facility must be received in writing and is subject to acceptance by CUA.
4. Cancellation of a cheque book facility can be made by

notifying your nearest CUA branch or by phoning CUA Direct.

5. Members are advised to safeguard their cheque book against possible loss, theft or misuse.
6. When a cheque or cheque book is lost or stolen or subject to unauthorised use, it must be reported immediately by notifying your nearest CUA branch or by phoning CUA Direct.
7. Failure by the member to immediately notify their nearest CUA branch or CUA Direct of the loss, theft or misuse of their cheque book may result in the member being wholly or partially liable for the loss incurred.
8. We may not give you access to member chequing if your banking history with CUA is not satisfactory, or if you are under 18 years of age.

CUA FINANCIAL INSTITUTION CHEQUES

A CUA financial institution cheque is a cheque that is drawn by CUA rather than on a member's own account. CUA financial institution cheques are available from any CUA branch.

By law, CUA financial institution cheques are treated the same way as ordinary cheques. This means that - just like an ordinary cheque - in some circumstances a financial institution cheque from CUA may be subject to a stop payment or may not be paid.

These circumstances include where:

- the cheque has been reported lost or stolen;
- the cheque has been signed without CUA's authorisation;
- the cheque has been altered in any way without CUA's authorisation;
- a court order is issued restraining CUA from paying the cheque. The cheque will not be paid while this order is in place.

Please note that payment on a CUA financial institution cheque will not be stopped in the case of a dispute between a member and the payee of the cheque.

Additionally, a stop payment will only be accepted on your CUA financial institution cheque if CUA is satisfied that it has been either lost or stolen.

CUA will only issue you with a financial institution cheque if there are sufficient cleared funds in your account to cover the amount of the cheque and any applicable fees. Please refer to our Schedule of Fees for further details.

Please note that a CUA financial institution cheque cannot be made out to “cash”, nor can it be cashed at any CUA branch. CUA financial institution cheques can only be deposited into an account.

A fee applies to the issuing and stop payment of a CUA financial institution cheque. Please refer to our Schedule of Fees for further details.

IF YOU HAVE A COMPLAINT

We have a dispute resolution system to deal with any complaints you may have in relation to your accounts or access facilities, 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 or CUA Direct 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.

ADDITIONAL TERMS & CONDITIONS RELATING TO CUA DEPOSIT ACCOUNTS

Mortgage Offset facility

1. CUA's Mortgage Offset facility is only available on any transaction or Special Purpose account (“offset account”), and can only be offset against a qualifying loan if all parties to the account to which the facility is linked are parties to the loan.
2. You may only use one (1) account as an offset account on each qualifying loan.
3. You must maintain a minimum balance of \$500 (or such other required minimum balance as CUA determines) in your “offset account” in order to obtain the benefit of the offset.
4. (a) You may allow the balance of your “offset account” to be reduced below the required minimum balance. However, the benefits of the Mortgage Offset facility will not apply while such balance is less than the required minimum balance.

(b) CUA may, at its absolute discretion, allow you to have the offset when the required minimum balance is not maintained and any such allowance will not act as a waiver by CUA of the minimum balance requirement at a later time.

5. No credit interest will accrue to your “offset account”.

6. Should you decide to have the Mortgage Offset facility removed from your “offset account”, the standard credit interest rate relevant to the particular deposit account will then be applied.

7. The offset rate is the rate determined by CUA from time to time, which is a percentage of the balance of the “offset account” (which is linked to the Mortgage Offset facility) that is “offset” against the balance of the loan account each day when calculating interest on the loan account. CUA may change the offset rate at any time.

Term Deposit accounts

1. The minimum amount that can be lodged in a CUA Term Deposit is \$1,000 and the terms range from one month to three years.

2. Interest on this account is fixed for the term of the deposit and is paid at maturity of the deposit or monthly if requested at the time of lodgement. For deposits of terms greater than one year, interest will be paid annually or monthly. If interest is requested to be paid monthly, the rate will be reduced, currently by 0.15%, except for retirees who are eligible for monthly interest at the advertised rates.

3. We will notify you, in writing, of any new terms and conditions for re-investment before your deposit is due to mature.

4. Provided funds in the account are being renewed for a new term, transferred to an alternative account in the same name or being forwarded by cheque in the same name as that of the deposit, instructions will be accepted by telephone. Otherwise, signed instructions must be provided.

5. At maturity, you will be able to increase the amount of your deposit provided additional funds are received prior to maturity of your current deposit.

6. If you fail to advise us before maturity that you do not wish to re-invest your deposit, then we will automatically re-invest your deposit for the same period under the new terms and conditions prevailing at that time. However, you have up to 14 days after the maturity date (the “grace period”) to advise CUA of your final investment decision in relation to this term deposit. CUA will not charge an interest penalty – refer clauses 8 & 9 below – provided you advise CUA within the grace period that you do not wish to re-invest your term deposit or you wish to change the term of your deposit. When making a decision to

re-invest your deposit, you should be aware that higher interest rates may be available for other terms.

7. Should you decide not to re-invest your deposit, all money must be paid to an account in the identical names as that of this deposit or as directed on the signed instructions.

8. When a term deposit is invested for up to two years, the deposit is to remain in place for the full term, but we may consider written requests for an earlier release. Whether or not we agree with your request is at our sole and absolute discretion and any decision is final and binding on you, without any responsibility on our part to compensate you, in any way, because of our decision. Should an early release request be approved, an interest penalty will be payable by you. This interest penalty will be advised to you, where possible, prior to the release of funds and the penalty applied could result in the loss of some or all of the interest earned since the lodgement of the deposit.

9. When a term deposit is invested for periods greater than two years, the deposit is to remain in place for the full term. However:

a) For the first two years of the deposit we may consider written requests for an earlier release. Whether or not we agree with your request is at our sole and absolute discretion and any decision is final and binding on you, without any responsibility on our part to compensate you, in any way, because of our decision. Should an early release request be approved, an interest penalty will be payable by you. This interest penalty will be advised to you, where possible, prior to the release of funds and the penalty applied could result in the loss of some or all of the interest earned since the lodgement of the deposit.

b) After the first two years of the deposit, the funds will remain at call for the remainder of the fixed term period and no interest penalty will apply should the funds be withdrawn.

10. If the deposit is held in more than one name, it is agreed by all of the depositors that, unless they advise otherwise, any one of them may give instructions to us on behalf of the others, and that we may have authority to act on those instructions without seeking confirmation from the other parties. Any single party to the joint account can request, in writing, that CUA operate the account only on the signature of all account holders.

11. CUA may charge the balance of your term deposit or any other CUA deposit account for any debt owed by you to CUA.

12. When CUA reinvests your deposit on maturity, either on your instructions or otherwise, the reinvestment will take the form of a new term deposit facility, even though the same account number may be maintained.

Direct credits – inwards (third party crediting your CUA account)

1. CUA will endeavour to process payments to accounts promptly upon receipt of lodgement files from remitting institutions. All lodgement files received by CUA will be actioned on the date of receipt.
2. CUA accepts no responsibility for the date a credit is posted to a member's account, as this date is set by the remitting institution.
3. CUA reserves the right to not verify account names prior to crediting funds to receiving accounts relying solely on the account number supplied in the lodgement file by the remitting institution.
4. To receive payments to your CUA account from sources within Australia you must supply the remitter CUA's BSB number, 814282, and the eight digit account number of your CUA account.
5. Payments from sources outside of Australia can not be made via direct credit. Please refer to 'Telegraphic transfers – inward.'
6. Payments made to accounts in error may be recalled by the remitting institution. CUA does not accept liability for funds credited in error to accounts due to an incorrect account number being supplied by the remitter. However:
 - a. Where there are sufficient funds to cover the recalled amount, CUA will debit the account credited for the amount of the incorrect credit; or
 - b. Where there are insufficient funds to cover the recalled amount, the member agrees to incur and repay the debt up to the amount of the recalled payment and any associated fees incurred in retrieving these funds where the amount exceeds the balance of the account credited.
7. Payments received by CUA with invalid account details will be manually reviewed within one working day of receipt and either credited to the correct account, where the account can be identified, or returned to the remitter. A fee may apply for manual processing of this transaction.
8. Please refer to the summary of accounts & available access facilities for each account type (page 10) that has this facility available.

Direct debits - inwards (third party debiting your CUA account)

1. Any request to cancel a direct debit authority may be made with CUA, as well as with the payee company.
2. A dishonour fee will apply if sufficient funds are unavailable on the day the debit is due to meet the amount of the direct debit authority. Please refer to our Schedule of Fees for further details.

3. CUA accepts no responsibility for the date the debit is drawn on a member's account, as this date is set by the payee company.
4. Any request to suspend or cancel a payment may be made to CUA in the first instance, and should also be made to the payee company to advise that their authority to debit the account has been removed. Requests to CUA to stop a payment from being debited to their account must be made at least three (3) working days prior to the drawing being received at CUA.
5. Where a payment is no longer required to be made, the payment authority must be cancelled by the member. A request to close an account will not necessarily prevent further attempts of direct debits.
6. If CUA pays a direct debit when there are insufficient funds to cover the debit in the member's account, the member agrees to incur and repay the debt up to the amount that the debit and fees exceed the balance of their account.
7. Please refer to the summary of accounts & available access facilities for each account type (see page 10) that has this facility available.
8. Any dispute regarding a drawing made under a direct debit authority - inwards must be lodged with CUA in writing stating the amount and date of the payment in dispute.
9. If you set up a payment on your Visa card, please contact us directly about unauthorised or irregular debits.

Direct debits - outwards (credits to your CUA account)

1. Any request to cancel a direct debit authority must be received by CUA in writing. The cancellation will not take effect until written notice is received by CUA.
2. One (1) day's notice must be given to suspend a payment, change the amount or amend the drawing date of a payment. All requests must be in writing and will not take effect until written notice is received by CUA.
3. A dishonour fee will apply if the payment is dishonoured for any reason by the financial institution where your account is held. Please refer to our Schedule of Fees for further details.
4. Every endeavour will be made to ensure that the debit is processed to your account at your nominated financial institution on the date specified on your authority, or on the following business day if your nominated date falls on a non business day. CUA can accept no responsibility if the debit is processed to your account on a date other than the one specified by us when processing your request.
5. Should three (3) successive direct debit drawings be dishonoured for any reason by the other financial institution, the authority will be cancelled automatically and the member will be advised of the cancellation in writing.

6. Funds credited to your CUA account received via a direct debit will be subject to five (5) working days clearance.
7. Please refer to the summary of accounts & available access facilities for each account type (see page 10) that has this facility available. Funds received via this service will only be credited to these accounts. If funds are required to be transferred to another account within CUA, a periodical payment form must be completed.
8. A fee will apply for each drawing made via this service. Please refer to our Schedule of Fees for further details.
9. Amendments cannot be made to the actual account number that is being debited. If the account details are to be changed, the current authority must be cancelled and new authorities must be signed advising of the new account details.

PayPal

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

Please note that:

1. You are responsible for all PayPal debits to your account.
2. If you dispute a PayPal debit, you can contact PayPal directly or ask us to do so.
3. We are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account.
4. If you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so.
5. 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.

Telegraphic transfers – inward (third party crediting your CUA account)

1. To receive payments from another financial institution within Australia, you must provide CUA's BSB 814282 and your eight digit account number.
2. Funds forwarded within Australia via telegraphic transfer are manually processed and will pass through at least one other institution before being credited to your CUA account.

3. To receive payments from sources outside of Australia you must provide the remitter the following information:
 - a. SWIFT code – CUSCAU2SXXX
This is the SWIFT code for Credit Union Services Corporation (Australia) Ltd (CUSCAL) in Sydney, who will forward the credit to your account with CUA.
 - b. CUA's BSB of 814282.
 - c. The eight digit account number of your CUA account.
Where the remitting institution does not provide for BSB or Bank numbers the BSB should precede your eight digit account number to create a 14 digit account number.
 - d. The full name(s) of the owner(s) of the account;
 - e. The residential address of at least one owner of the account.
 - f. Receiving institution is Credit Union Australia Limited.
4. Funds forwarded from outside of Australia via telegraphic transfer are manually processed and may pass through up to four institutions before being credited to your CUA account.
5. Each institution involved in the transfer process may deduct a processing fee from the amount being remitted before on forwarding the funds. CUA does not charge any fees but will pass on any fee charged by the financial institution involved in the transfer.
6. CUA will credit telegraphic transfers funds to your CUA account on the day that advice is received that payment has been received. Funds transfers from overseas generally take 48 to 72 hours, provided all information supplied on the request is complete and correct.
7. Only the remitting institution is able to trace funds that have not been received by the beneficiary.
8. CUA is not involved in the negotiation of foreign amounts into Australian Dollars as this is performed by the remitter institution's Australian correspondent bank before funds are received at CUA for processing.
9. Telegraphic transfer funds can only be credited to a transaction account and funds received for other accounts will be credited in the first instance to your CUA transaction account and then transferred to the nominated account if possible.

Telegraphic transfers – outward (crediting a third party non CUA account)

1. Requests to transfer funds via telegraphic transfer received before 1:00 PM Qld time will be processed on day of receipt. All requests received after this time will be processed on the next working day.
2. Funds transferred internationally via telegraphic transfer are manually processed and will pass through at least one, and up to four other institutions before being credited to the receiving account.

3. Each institution involved in the transfer process may deduct a processing fee from the amount being remitted before on forwarding the funds.
4. International transfers should take between 48 and 72 hours to reach the destination account, but may take longer due to situations beyond our control.
5. CUA cannot lodge a trace on international telegraphic transfers until five (5) working days after lodgement.
6. Requests to recall or change the detail on international telegraphic transfers may be charged a fee or have penalties to exchange rates applied.
7. Please refer to the Terms and Conditions for telegraphic transfer available with the application form.

BPAY View

1. You need to register within Web Banker in order to use BPAY View.
2. If you register with BPAY View, you:
 - (a) agree to us, and the entity operating the BPAY Scheme (BPAY Pty Ltd), through its agent, disclosing to Billers nominated by you, to the Biller's financial institution and if necessary to BPAY Pty Ltd and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
 - (i) such of your personal information (for example your name, email address and the fact that you are our member) as is necessary to enable Billers to verify that you have registered to receive bills and statements electronically using BPAY View (or telling them if you cease to do so). We do not store the personal information you provide to register to use BPAY View with a particular Biller;
 - (ii) such of your transactional information as is necessary to process your BPAY payments and you or any user's use of BPAY View; and
 - (iii) that an event in clause 3 (b), (c), (d), (e) or (f) has occurred;
 - (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, Web Banker and any link to a bill or statement;
 - (c) agree to receive bills and statements electronically and agree that receipt by you of bills and statements electronically in accordance with these terms and conditions satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are authorised to convey your agreement to each Biller nominated by you under (a) above;
 - (d) you must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in (a) above, as necessary;

(e) you can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited.

3. You may receive from the applicable Biller paper bills and statements instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or the Biller deregister from BPAY View;
- (c) if we receive notification that your mailbox is full, or that you cannot receive any email notification of a bill or statement;
- (d) if our email to you is returned to us undelivered, for example, if your email address is incorrect or cannot be found;
- (e) if we are aware that you are unable to access your email or Web Banker or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller;
- (g) unless we are also the applicable Biller, we accept no liability to provide you with a paper bill or statement in any of the above circumstances, but we will use reasonable endeavours to advise the applicable Biller of the circumstances unless they are already known to it.

4. You agree that when using BPAY View:

(a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is deemed to have been received by you:

- (i) when we send the email notification to your server, whether or not you choose to access your email; and
- (ii) at the email address nominated by you.

You will not be deemed to have received the notification if we receive notification that your mailbox is full, or that you cannot receive the email notification, or the email notification to you is returned to us undelivered.

(b) if you receive notification on Web Banker without an email then that bill or statement is received by you:

- (i) when a notification is posted on Web Banker, whether or not you choose to access Web Banker; and
- (ii) via Web Banker.

(c) bills and statements delivered to you, unless deleted by you, remain accessible through Web Banker for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not, but subject to there being a limit of 150 bills and statements available to you through Web Banker [so that if that maximum number of 150 bills and statements accessible to you is reached and a new bill or statement is delivered to you the oldest bill (according to the time of delivery) will be deleted by us];

(d) you must contact the Biller direct if you have any queries in relation to bills or statements.

5. You must:

(a) check your emails or Web Banker at least weekly;

(b) tell us if your contact details (including email address) change;

(c) tell us if you or any user are unable to access your email or Web Banker or a link to a bill or statement for any reason; and

(d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

6. If as a result of an act or omission by you or any user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View a bill or statement is:

(a) not delivered to you on time or at all (other than because you failed to view an available bill);

(b) delivered to the wrong person;

(c) delivered with incorrect details; or

(d) delivered to you after you have unsuccessfully attempted to deregister from using BPAY View, as soon as you become aware of the error you must contact the applicable Biller to advise of the error and if applicable obtain a correct paper bill or statement. You are also responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error.

7. Except as expressly provided for in these terms & conditions, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you. If you fail to receive bills and statements from a Biller, or the bill or statement is not available to be viewed using BPAY View you must contact the applicable Biller to obtain a paper bill or statement.

8. We reserve the right at any time and for any reason to:

(a) suspend or cancel use of BPAY View entirely or in relation to a particular Biller;

(b) suspend or cancel your registration to use BPAY View; without notice to you although where possible we will use reasonable endeavours to notify you of such suspension or cancellation.

9. Any amendment to these terms & conditions will be advised to members in accordance with the section Notifying changes on page 21.

Periodical Payments

1. Although CUA will endeavour to effect such regular authorised payments, it accepts no responsibility to make the same, and accordingly CUA shall not incur any liability through any refusal or omission to make all or any of the payments or by reason of late payment or by any omission to follow any such instructions.
2. This order is subject to any arrangement now subsisting or which may here after subsist between yourself and CUA in relation to your account or any banking accommodation afforded to you.
3. CUA may, at its absolute discretion, conclusively determine the order and priority of payment.
4. CUA may, at its discretion, terminate this order as to future payments at any time or at any time after being advised by you that no further payment is required.
5. This order will remain effective for the protection of CUA in respect of payments made in good faith notwithstanding your death or bankruptcy or the revocation of this order by any other means until notice of your death or bankruptcy or of such revocation is received by CUA.
6. CUA will normally debit your account after close of business on the date nominated.
7. CUA is under no obligation to debit the account on the days nominated and may, at its sole discretion, debit the account on any other day after that nominated as the day of debiting the account.
8. Should three (3) successive periodical payments not be made, the authority will be cancelled automatically and the member will be advised of the cancellation in writing.
9. A fee may apply for some periodical payments. Please refer to our Schedule of Fees for further details.
10. Any request to stop a payment may be required in writing.
11. Amendments will not be accepted to the payee account details. To amend the payee account details, the current authority must be cancelled and a new authority signed advising CUA of the account details.

SMS Banker

1. Should you subscribe to this service, we will charge a fee for each SMS message sent to your mobile phone. These fees will be totalled and debited monthly and appear as one line on your statement. Please refer to our Schedule of Fees for further details. Your mobile phone carrier may charge you for any SMS message you send to CUA.

2. Fees are debited from the account to which each SMS message relates. If a balance of all accounts is requested the fee will be debited from the first nominated account. The debiting of the fee will not affect the bonus interest rate on Bonus Saver accounts.
3. Any one transaction may generate more than one SMS alert message from CUA.
4. You are responsible for supplying CUA with the correct mobile telephone number and must immediately advise CUA of any change to your mobile telephone number.
5. CUA is not liable for sending SMS messages to another party where you have not informed CUA when you have changed your mobile number or lost your mobile telephone.
6. If a change occurs in the title of your account to which fees are debited, you may be temporarily deregistered from the SMS Alert service.
7. Instead of SMS messages, you may elect to receive your alerts by email. If you elect to do so, the following conditions will apply:
 - any one transaction may generate more than one email alert from CUA;
 - you are responsible for supplying CUA with your correct email address and must immediately inform us of any changes;
 - CUA is not liable for sending email alert messages to another party where you have not informed us if your email address has become inactive or is blocked.
8. Members will be notified of any changes to the terms & conditions or fees and charges that are applicable to this service. See page 21 of this document for details.

EFT ACCESS FACILITIES & EFT CONDITIONS OF USE

Section 1.

INTRODUCTION AND DESCRIPTION OF EFT ACCESS FACILITIES

Our EFT access facilities are:

1. Redicard
2. Visa Card
3. BPAY
4. Web Banker (internet banking)
5. Telebanker (telephone banking)

You can access an account using any of the EFT access facilities applicable to the account. Please refer to the summary of accounts & available access facilities for the EFT access facilities available for each account type.

Fees and charges apply in relation to EFT access facilities and transactions. Please refer to our Schedule of Fees for further details.

The EFT conditions of use govern all EFT transactions made using any one of our EFT access facilities, listed above.

Redicard

Redicard allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the Redicard logo. We will provide you with a PIN to use with your Redicard. Redicard allows you to:

- check your account balances on rediATMs;
- withdraw cash from your account.

We may choose not to give you a Redicard if your banking history with CUA is not satisfactory, or if you are under ten (10) years of age.

Redicard Plus also allows you to withdraw cash at an ATM overseas displaying the Redicard PLUS symbol.

Visa Card

Visa Card allows you to pay for goods and services at any retailer displaying the Visa Card logo, anywhere in the world. A merchant surcharge may apply. You can also withdraw cash from your account from any ATM displaying the Visa Card logo, or by "Cash Advance" at any financial institution displaying the Visa logo. We will provide you with a PIN to use with your Visa Card. You can also use your Visa Card to check your account balances on rediATMs, purchase goods or withdraw cash through the domestic EFTPOS system. CUA does not accept responsibility should a merchant, financial institution or other acquirer refuse to accept or honor the card.

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

If a Visa Card transaction:

- was unauthorised;
- was for goods or services and the merchant did not deliver them; or
- was 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.

The merchant’s financial institution may re-present the transaction if there is a valid reason.

However, we can only do a “chargeback” if you inform us of the disputed transaction within the timeframe determined by Visa. Currently the shortest cut-off time for notifying of chargeback circumstances is 45 days after the transaction, although longer periods may apply in particular circumstances. In some circumstances where the Electronic Funds Transfer Code of Conduct applies the time limits may not apply. A fee may apply for a Visa chargeback. Please refer to our Schedule of Fees for further details.

You are not able to “chargeback” a transaction authenticated using Verified by Visa, unless we are liable as provided in the EFT Conditions of Use.

Chargeback rights do not apply for a BPAY payment.

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.

BPAY

BPAY allows you to pay bills bearing the BPAY logo, through either Telebanker or Web Banker.

Web Banker and Telebanker

Web Banker and Telebanker gives you remote access to your membership and allows you to obtain information about your account, to transfer money between accounts and to make BPAY payments. Web Banker also allows you to transfer money to accounts at other financial institutions.

You should follow the guidelines in the box below to protect against unauthorised use of your card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with Section 17 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

Guidelines for Ensuring the Security of your card and PIN

- Sign the card as soon as you receive it;
- Keep the card in a safe place;
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;
- Never write the PIN on the card;
- Never write the PIN on anything which is kept with or near the card;
- Never lend the card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the card to CUA or to the VISA Card or Redicard Hotline;
- Keep a record of the card number and the VISA Card or Redicard Hotline telephone number for your area with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority; and
- Immediately notify us of any change of address.

Section 2.

DEFINITIONS

In these EFT Conditions of Use:

(a) “access method” means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:

- in the case of internet banking or telephone banking – any combination of your Visa Card and PIN, your membership number, secret code or password and PIN;
- in the case of BPAY – any combination of your Visa Card and PIN, your account number, secret code or password;
- in the case of Visa Card or Redicard – your Visa Card or Redicard and PIN used at an EFT terminal;

(b) “BPAY” means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY, either via telephone or internet access or any other access method as approved by us from time to time;

- (c) “business day” means any day on which we are open for business;
- (d) “EFT terminal” means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card or Redicard and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);
- (e) “EFT transaction” means an electronic funds transfer to or from your account using an access method and includes transactions carried out by means of:
- Redicard;
 - Visa Card;
 - BPAY;
 - Web Banker;
 - Telebanker;
- (f) “home banking system” means our system for providing internet banking or telephone banking;
- (g) “internet site” means our site at: www.cua.com.au
- (h) “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 at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction;
- (i) “TAC” means your telephone access code which is either:
- provided to you by us (in the case of the initial temporary telephone access code); or
 - chosen by you (in the case of the subsequent telephone access code);
- (j) “Telebanker” or “telephone banking” means a service we offer from time to time through a telephone communication network which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts, which we then act on;
- (k) “WAC” means your web access code which is either:
- provided to you by us (in the case of the initial temporary web access code); or
 - chosen by you (in the case of the subsequent web access code);
- (l) “we”, “us” or “our” means Credit Union Australia Limited;
- (m) “Web Banker” or “internet banking” means a service we provide from time to time through our internet site, which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;

(n) “you” means:

- the person or persons in whose name the Credit Union Australia accounts and access facilities are held;
- any third party you nominate to operate on the Credit Union Australia accounts and access facilities; and
- any person you authorise us to issue a Visa Card or Redicard to.

Section 3.

SECURITY OF CARDS, PINS, SECRET CODES AND PASSWORDS (INCLUDING WEB ACCESS CODE (WAC) & TELEPHONE ACCESS CODE (TAC))

1. The security of your access cards, PINs, secret codes and passwords is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN, secret code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.
2. You must not tell or show the PIN, secret code or password to another person.
3. You must take care to prevent another person, including your family and friends, from seeing you enter your PIN, secret code or password.
4. You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do use an obvious PIN, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the PIN, secret code or password before you notify us that the PIN, secret code or password has been misused or has become known to someone else.
5. You must not record the PIN, secret code or password on any other part of your access method or keep a record of the PIN, secret code or password on anything which is kept with or near any other part of your access method, unless reasonable steps have been taken to carefully disguise the PIN, secret code or password or to prevent unauthorised access to that record.
6. You must not act with extreme carelessness in failing to protect the security of the PIN, secret code or password.
7. ALWAYS REJECT any request to provide or to confirm details of your PIN, secret code or password. We will NEVER ask you to provide us with these details.

Section 4.

HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR VISA CARD OR REDICARD OR PIN

1. If you believe your Visa Card or Redicard has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours, or the Visa Card or Redicard HOTLINE on 1800 224 004 at any time. Please refer to how to contact us on the back page for our contact details.
2. You must provide the following information when notifying us or the Visa Card or Redicard HOTLINE:
 - i. the Visa Card or Redicard number;
 - ii. the name of your Credit Union; and
 - iii. any other personal information you are asked to provide to assist in identifying you and the Visa Card or Redicard.
3. 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.
4. After contacting the Visa Card or Redicard HOTLINE on 1800 224 004, you should confirm the loss or theft as soon as possible at our office.
5. The Visa Card or Redicard HOTLINE is available 24 hours a day, 7 days a week.
6. If the Visa Card or Redicard 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 Visa Card or Redicard 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.
7. 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 or priority paid mail as soon as possible;
 - or
 - (b) by telephoning the Visa Card or Redicard Plus Hotline number for the country you are in.

Section 5.

HOW TO REPORT UNAUTHORISED USE OF TELEPHONE OR INTERNET BANKING

1. If you believe that your access method used for BPAY or home banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately. Please refer to how to contact us on the back page for our contact details.
2. If you believe an unauthorised EFT transaction has been made via BPAY or home banking and your access method uses a PIN, secret code or password, you should change that PIN, secret code or password.

Section 6.

EFT TRANSACTION LIMITS

We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. These transaction limits are as follows:

a) Cash withdrawals and daily EFT access

A maximum daily cash withdrawal limit (including EFTPOS) of \$2010 applies for each card unless a lower limit has been applied. This amount may from time to time be reduced below the maximum limit.

b) BPAY

1. BPAY transaction limits are set by individual billers and not CUA. However, CUA reserves the right to limit BPAY transfers at any time.
2. A BPAY payment instruction is irrevocable.
3. Except for future-dated payments you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse a BPAY payment.
4. CUA will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.
5. You should notify CUA immediately if you think that you have made a mistake when making a BPAY payment or if you did not authorise a BPAY payment that has been made from your account. Please note that you must provide us with written consent addressed to the biller who received the BPAY payment. If you do not give us this consent, the biller may not be permitted under law to disclose to CUA information we may require to investigate or to rectify the payment.

c) Web Banker – Pay Anyone

1. There is no transfer limit on payments to CUA accounts on which you are an owner or signatory.

2. A daily limit of \$5000 applies upon issue of a new Web Access Code (WAC).
3. The limit for external payments may be set at \$0 to \$5000 by telephoning CUA Direct on 133 282. Other limits are available by completing a request to increase daily limit form available for printing from CUA's web site or CUA branch. Please note that a maximum daily limit of \$100,000 applies per membership except where CUA allows for a higher limit under limited circumstances.
4. Limits in excess of \$20,000 will only be considered where you have established an external payment password and registered for either SMS or email alerts for payments to third party accounts.
5. CUA may, at our discretion, reduce your limit to a lower amount, or set it to \$0 for security reasons.
6. You may be required to apply for a new transaction limit if you change any password or access code.
7. Except for future dated payments, you cannot stop a Pay Anyone payment.
8. CUA will treat your Pay Anyone payment as valid, if when you give it to us you use the correct access method.
9. You should notify us immediately if you think that you have made a mistake when making a Pay Anyone transaction, or if you did not authorise a Pay Anyone transaction. If we are able to amend the payment details before the payment instruction leaves CUA, a manually processing fee may be applied to your CUA account.

Section 7.

PROCESSING EFT TRANSACTIONS

1. We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT transactions to or from your account in accordance with your instructions, when the appropriate access method is used.
2. If you close your account before an EFT transaction debit is processed, you will remain liable for the transaction, plus any dishonour fees incurred in respect of that transaction.
3. Transactions will not necessarily be processed to your account on the same day.
4. You acknowledge and agree that:
 - (a) we have the right to deny authorisation for any EFT transaction for any reasons; and
 - (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our refusal.

Section 8.

USING TELEBANKER AND WEB BANKER

1. We will tell you from time to time:
 - (a) what services are available using telephone banking or internet banking;
 - (b) which of your accounts you can access using telephone banking or internet banking.
2. You must at all times provide us with full and correct information as we are unable to verify details you supply to us. We may not be able to effect your telephone banking or internet banking instructions if you do not give us all the specified information, or if you give us inaccurate information.
3. The Payee Account (the account to be credited) must be an account that accepts direct credits;
You must input correctly :-
 - (a) the payee's account number and
 - (b) the full name of the owner of the account and
 - (c) in the case of an External Account (an account outside your membership), the BSB of the Payee's Account.It is your responsibility to ensure that the account number and BSB (if applicable) of the Payee Account are correct. CUA will not attend to any cross checking of the account number and/or BSB and will not be liable for funds paid by you to any account when using information input by you.
Payments are subject to your daily limit for external payments. CUA is not liable for any delays or errors by other parties (eg the failure of a financial institution to credit an account in a timely manner).
CUA is not liable for any refusal by a third party or other financial institution to accept or acknowledge receipt of the funds subject to the payment instruction.
4. If you instruct us to make more than one payment from your account, we will determine the order of making the payments.
5. We do not warrant that:
 - (a) the information available to you about your accounts through our home banking service is always up to date;
 - (b) you will have 24 hours a day, 7 days per week, access to telephone banking or internet banking;
 - (c) data you transmit via telephone banking or internet banking is totally secure.
6. After you have finished accessing your account using:
 - (a) telephone banking, you must ensure that you end the telephone call to our telephone banking service;
 - (b) internet banking, you must ensure that you log off from our internet banking service.

Section 9.
USING BPAY

1. You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.
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 (eg. your account number with the Biller), the amount to be paid, the account from which the amount is to be paid and the date of payment.
3. We cannot effect your BPAY instructions if you do not give us all the specified information, or if you give us inaccurate information.
4. You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

Section 10.
PROCESSING BPAY PAYMENTS

1. BPAY is only available on selected accounts. Please refer to the table on pages 10 & 11 of this document.
2. Using the BPAY service indicates your acceptance of these terms & conditions.
3. Payments can be made via Telebanker or Web Banker. Manual payments made by CUA Direct staff can only be made when the automated services are unavailable to members.
4. For payment requests made with the payment date being "today", the nominated account must have sufficient available funds at the time the payment request is made to meet the amount of the payment, or it will not be made. If your payment is made before the BPAY cut off time (which is currently 5pm QLD time on a business day, but is subject to change), your account will be debited and payment remitted that day. If your payment is made after that time your account will be debited that day and the payment remitted the following business day. Credit of payments is the responsibility of the receiving institution.
5. Payments may be forward dated up to 365 days into the future. Where a BPAY Biller advises that they use a static Customer Reference Number, the following payment frequencies are available:
 - Weekly;
 - Fortnightly;
 - Twenty-eight days;
 - Monthly;

- Quarterly;
- Half yearly; and
- Annually.

If a BPAY Biller does not advise use of a static Customer Reference Number, recurring payments are not available.

6. For forward dated and recurring payments, sufficient available funds must be held in the nominated account on the nominated date. The payment attempt may be made at any time during the nominated day including before normal business hours. If there are insufficient available funds at this time a further payment attempt will be made just prior to the BPAY cut off time (which is currently 5.00pm QLD time but is subject to change) on the nominated day. If there are insufficient available funds to meet the payment at this time the payment will not be made. No further attempt will be made to make the payment at a future date.

7. If a payment is not made due to insufficient available funds being in the account on the nominated day, CUA may charge a dishonour fee.

8. Members who would like a payment made that has previously failed due to insufficient available funds will need to make another payment request via the BPAY service for the new date the payment is to be made.

9. Where a successful payment request is made after the designated BPAY cut off time set by CUA and the payment date is set for “today”, the account will be debited at the time the payment request is made but the amount debited will not be sent to the Biller until after the BPAY cut off time on the following working day.

10. Where a successful payment is made on a weekend or public holiday (in QLD and/or NSW), and the payment date is set for ‘today’, the account will be debited at the time the payment request is made, but the amount debited will not be sent to the Biller until after the BPAY cut off time on the following working day.

11. Payment requests will only be able to be amended through CUA Direct if the payment has not been sent to BPAY for processing. Amendments required after this time must be referred direct to the Biller.

12. A payment can only be cancelled through CUA Direct if it has not been sent to BPAY for processing. Cancellations after this time must be referred direct to the Biller.

13. CUA will not be responsible:

- for any payment not being made due to any of the conditions set between BPAY and the Biller company.
- for any payment not being made due to any condition of the agreement or arrangement between the Biller and yourself or for any payment not being made for any other reason.

- (c) for any delay in receipt of a payment by a Biller.
- (d) if a Biller fails to credit payment to you even if it has been debited to your account at CUA.
14. You are liable for all transactions carried out by you, or by anybody carrying out a transaction with your authority, regardless of when the transaction is processed to your account. You are liable for all transactions and other losses caused by unauthorised use of your TAC or WAC, unless any of the circumstances specified in paragraph 15 below applies.
15. You are not liable for losses:
- (a) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - the Credit Union;
 - any organisation involved in networking arrangements; or
 - any Biller; or
 - (b) that are caused by one transaction being debited twice to the same account.
16. BPAY payments are irrevocable. No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller, including where the merchant may have failed to deliver the goods and services to you.
17. If CUA 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.
18. Fees may apply to this service. Please refer to our Schedule of Fees for further details.
19. Any amendment to these terms and conditions will be advised to members by an advertisement in the national or local media, through a notice in a member newsletter or an account statement, or by way of an insert included with their statement.

Section 11.

CONSEQUENTIAL DAMAGE FOR BPAY PAYMENTS

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.

2. We are not liable for any consequential loss or damage you suffer as a result of using BPAV, 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 12.

USING VISA CARD OR REDICARD

1. You agree to sign the Visa Card or Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Card or Redicard. You must ensure that any other cardholder you authorise also signs their Visa Card or Redicard immediately upon receiving it and before using it.

2. If you have been issued with a Visa debit payWave card which is identifiable by the payWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your Visa card against the contactless reader.

Payments using the payWave functionality can only be made at a participating merchant outlet and if your purchase is under AU\$100.00. If your purchase is equal to or over AU\$100.00, or where the maximum number of daily payWave transactions has been reached, you'll still need to sign or enter a PIN.

The Visa and CUA security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa debit payWave transactions as your other Visa card transactions.

3. We will advise you from time to time:

(a) what EFT transactions may be performed using the Visa Card or Redicard;

(b) what EFT terminals of other financial institutions may be used; and

(c) what the daily cash withdrawal limits are.

4. You may only use your Visa Card or Redicard to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Visa Card or Redicard to access.

5. The Visa Card or Redicard always remains our property.

Section 13.

USING VISA CARD OR REDICARD PLUS OUTSIDE AUSTRALIA

1. You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.

2. All transactions made overseas on the Visa Card or Redicard Plus 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).
3. All transactions made overseas on the Visa Card or Redicard Plus are subject to a conversion fee. Please refer to our Schedule of Fees for the current Foreign Currency Transaction Fee.
4. Some overseas merchants and EFT terminals charge a surcharge for making an EFT 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.
5. Before travelling overseas, you should obtain the Visa Worldwide/Redicard Plus HOTLINE number for your country of destination from us.
6. A fee applies for overseas EFT withdrawals. Please refer to our Schedule of Fees for further details.

Section 14.

ADDITIONAL VISA CARD OR REDICARD

1. You may authorise us, if we agree, to issue an additional Visa Card or Redicard to another CUA member provided this person is over the age of eighteen (18) for a Visa Card or aged ten (10) or over for a Redicard.
2. You will be liable for all transactions carried out by this cardholder.
3. We will give each additional cardholder a separate PIN.
4. You must ensure that any additional cardholders protect their Visa Card or Redicard and PIN in the same way as these EFT Conditions of Use require you to protect your Visa Card or Redicard and PIN.
5. To cancel the additional Visa Card or Redicard you must notify us in writing. However, this cancellation may not be effective until the additional Visa Card or Redicard is returned to us or you have taken all reasonable steps to have the additional Visa Card or Redicard returned to us.
6. You will not be liable for the continued use of the additional Visa Card or Redicard from the date that you have:
 - (a) notified us that you want it cancelled; and
 - (b) taken all reasonable steps to have the additional Visa Card or Redicard returned to us.

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

Section 15.

USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD OR REDICARD

1. You must not use your Visa Card or Redicard:
 - (a) before the valid date or after the expiration date shown on the face of the Visa Card or Redicard; or
 - (b) after the Visa Card or Redicard has been cancelled.
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 16.

EXCLUSIONS OF VISA CARD OR REDICARD WARRANTIES AND REPRESENTATIONS

1. We do not warrant that merchants or EFT terminals displaying Visa Card or Redicard signs or promotional material will accept the Visa Card or Redicard.
2. We do not accept any responsibility should a merchant, bank or other institution displaying Visa Card or Redicard signs or promotional material, refuse to accept or honour the Visa Card or Redicard.
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 17.

YOUR LIABILITY FOR EFT TRANSACTIONS

1. You are liable for all losses caused by an unauthorised EFT transaction unless any of the circumstances specified in this section apply.
2. You are not liable for losses caused by unauthorised EFT transactions:
 - (a) where it is clear that you have not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - us;
 - any organisation involved in the provision of the EFT system or BPAY;

- in the case of Visa Card or Redicard - any merchant;
or
 - in the case of BPAY - any biller;
- (c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;
- (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) resulting from unauthorised use of your access method or any part of your access method:
- before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
 - after you notify us in accordance with Section 4 or Section 5 that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.
3. You will be liable for any loss of funds arising from unauthorised EFT transactions, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:
- (a) your fraud or, where relevant, your failure to keep the PIN, secret code or password secure in accordance with Section 3(2), (3), (4), (5) or (6); or
- (b) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- However, you will not be liable for:
- (c) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- (d) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
- (e) all losses incurred on any account which you had not agreed with us could be accessed using the access method.
4. Where a PIN, secret code or password is required to perform the unauthorised EFT transaction and Section 17(3) does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your

authorisation, is the lesser of:

(a) \$150;

(b) the balance of your account, including any prearranged credit; or

(c) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN, secret code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).

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

6. Notwithstanding any of the above provisions, your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct, where the code applies.

7. If, in cases not involving EFT transactions, the Redicard and PIN, or Visa Card or PIN are used without authority, you are liable for that use before notification to CUA or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

Section 18.

MALFUNCTION

1. You will not be responsible for any loss you suffer because the home banking system, BPAY, or an EFT terminal accepted your instructions but failed to complete an EFT transaction.

2. In the event that there is a breakdown or interruption to our home banking system, or any BPAY system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

Section 19.

VERIFIED BY VISA - TERMS & CONDITIONS OF USE

The Verified by Visa service is designed to provide you with improved security when your Visa card is used to make a purchase online. We encourage you to join the growing number of users who enjoy additional security by using the Verified by

Visa service and by shopping at participating Verified by Visa online merchants.

These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully.

To participate in the Verified by Visa programme, you may be asked to verify personal details held by CUA in order to complete the transaction. Should your Visa card be compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.

1 Accepting these Conditions of Use

- a) By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
- b) You agree to be bound by these Conditions of Use each time you use Verified by Visa.

2) Definitions

In these Conditions of Use:

- “Account” means your Visa card account.
- “Account holder” means the person or persons in whose name the account is held.
- “Additional cardholder” means a person other than the account holder who has been nominated by an account holder to operate the account by use of a Visa card.
- “Participating online merchant” means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.
- “We”, “us” or “our” refers to CUA, with whom you hold a Visa card account.
- “You”, “your” or “yours” means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.
- “Verified by Visa” means the online transaction authentication service provided by us (or our nominated service provider).
- “Visa card” means the Visa debit or credit card issued to you or an additional cardholder by CUA.

3) Application of Conditions of Use

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, all other terms and conditions that apply to your Visa card and account (“Account Terms”) still apply. If there is any inconsistency between these

Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

4) Using the Verified by Visa service

- a) You may use Verified by Visa to make purchases online. However, the Verified by Visa service may only be available in connection with participating online merchants.
- b) When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information that allows us to validate your identity and verify that you are the cardholder of the specified Visa card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- c) If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card or payment for that transaction and you may be unable to complete an online transaction using your Visa card.
- d) In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the internet.
- e) In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.
- f) Additional cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holder's details.

5) Termination of Verified by Visa

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

6) Participating online merchant

- a) You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- b) We do not endorse or recommend in any way any participating online merchant.
- c) Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such

dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

7) Exclusion of liabilities

a) Subject to any warranty that is imported into these Conditions of Use by law and that cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

b) We will not be liable for any damages whatsoever arising out of or in relation to:

i) Your use of or access to (or inability to use or access) the Verified by Visa services; or

ii) Any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.

c) If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.

8) Your conduct

a) Whilst using the Verified by Visa service and CUA's internet banking services, you agree not to:

i) Impersonate any person or entity using the Verified by Visa authentication process.

ii) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications

equipment used by the Verified by Visa service or by us.

iii) Spam or flood our internet banking service and the Verified by Visa service.

iv) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service.

v) Remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service.

vi) "Frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation.

vii) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service.

viii) Otherwise interfere with, or disrupt the Verified by Visa service or our internet banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service.

ix) Intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

9) Your liability

a) Your liability for unauthorised transactions is governed by your Account Terms.

b) If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.

c) If you suspect that your Visa card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use

and you may be liable for all transactions on the Visa card until notification occurs.

d) For further details as to reporting a breach of card details, refer to your Account Terms.

10) Changes to Conditions of Use

We can change these Conditions of Use at any time for reasons of security or to assist in the minimisation of fraud, and where we are required to do so under any law, we will notify you of these changes.

Section 20.

CANCELLATION OF VISA CARD OR REDICARD OR ACCESS TO HOME BANKING SERVICE OR BPAY

1. You may cancel your Visa Card or Redicard, your access to telephone banking, internet banking or BPAY at any time by giving us written notice.

2. We may immediately cancel or suspend your Visa Card or Redicard or your access to telephone banking, internet banking or BPAY at any time for security reasons, or if you breach these EFT Conditions of Use. In the case of Visa Card or Redicard, we may cancel the Visa Card or Redicard by capture of the Visa Card or Redicard at any EFT terminal.

3. We may cancel your Visa Card or Redicard or your access to telephone banking, internet banking or BPAY for any reason by

giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

4. In the case of Visa Card or Redicard, you will be liable for any transactions you make using your Visa Card or Redicard before the Visa Card or Redicard is cancelled, but which are not posted to your account until after cancellation of the Visa Card or Redicard.

5. In the case of telephone banking, internet banking or BPAY, if, despite the cancellation of your access to telephone banking, internet banking or BPAY, you carry out an EFT transaction using the relevant access method, you will remain liable for that EFT transaction.

6. Your Visa Card or Redicard or your access to telephone banking, internet banking or BPAY will be terminated when:

(a) we notify you that we have cancelled your Visa Card or Redicard or your access method to the account with us;

(b) you close the last of your accounts with us to which the Visa Card or Redicard applies or which has telephone banking, internet banking or BPAY access;

(c) you cease to be our member; or

(d) you alter the authorities governing the use of your account or accounts to which the Visa Card or Redicard applies or which has telephone banking, internet banking or BPAY access (unless we agree otherwise).

7. In the case of Visa Card or Redicard, we may demand the return or destruction of any cancelled Visa Card or Redicard.

Section 21.

REGULAR PAYMENT ARRANGEMENTS

1. You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.

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.

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.

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.

ABOUT THE MUTUAL BANKING CODE OF PRACTICE

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

The Mutual 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 members 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 members
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 member 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 Mutual Banking Code of Practice from the Abacus website at www.abacus.org.au.

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

Code Compliance Committee Mutuals

PO Box 14240

Melbourne VIC 8001

Phone: 1300 78 08 08

Fax: 03 9613 7481

Email: info@codecompliance.org.au

The Code Compliance Committee Mutuals (Consumer Credit Code) 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 CUA first. You can contact our external dispute resolution provider, the Financial Ombudsman Service, directly. However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

You can contact the Financial Ombudsman Service:

by calling 1300 78 08 08

by visiting www.fos.org.au

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For more information:

Call CUA on **133 cua (133 282)**

Visit **www.cua.com.au**

Drop into your local branch



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