

# General Information, Terms & Conditions Accounts & Access Facilities

**Effective 1 January 2020**

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

**cu**a

BANKING | INSURANCE

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## Introduction

### Welcome to Credit Union Australia (CUA)

This document provides information about the full range of transaction, savings and investment account products and available access facilities that we offer. 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 conditions of use.

If you are a member of CUA, you also have the rights and obligations imposed by the company's Constitution, which is available on our website at [cua.com.au](http://cua.com.au).

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.

## Codes of conduct

### Customer Owned Banking Code of Practice

We will comply with the Customer Owned Banking Code of Practice. Please see the section about the Customer Owned Banking Code of Practice at the end of this document for more detail.

### ePayments Code

We will comply with the ePayments Code.

## Privacy

The CUA Group respects the privacy of our members' personal information. Our CUA Group Privacy Policy ("Privacy Policy") sets out important information including:

- how we handle your personal information, including your credit-related information;
- how you can request access to and correction of your personal information; and
- what you can do if you think that we have breached your privacy.

If you have any queries regarding our Privacy Policy, please contact us at:

### Privacy Dispute Officer

Email: [privacydisputes@cua.com.au](mailto:privacydisputes@cua.com.au)  
GPO Box 100, Brisbane QLD 4001

## 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 [www.fcs.gov.au](http://www.fcs.gov.au)
- phone the APRA hotline on 1300 55 88 49

## Financial difficulty

If you ever experience financial difficulty you should inform us promptly by calling 07 3552 4700 or 1800 110 440. With your agreement and commitment, we will try to assist you to overcome these difficulties.

## Account operations

You will have access to transaction, savings and term deposit accounts, as well as facilities for accessing these accounts, including:

rediCARD	BPAY
Visa Debit card	Digital Banking (Online Banking & Mobile Banking)
Osko and NPP Payments	Telephone banking (Telebanker)
Mobile payment app and/or digital wallet that accesses Google Pay™, Apple Pay, Samsung Pay	EFTPOS and ATM access
cheque facilities	periodical payments
iM CUA app	direct debit requests

## Everyday banking and savings products

Our range of everyday, savings and term deposit accounts currently available for sale at the time of printing are outlined below. CUA may, from time to time, remove any product from sale, vary the eligibility requirements for a product and/or limit the availability of a product. Any change affecting an existing account holder will be notified in accordance with these terms & conditions. All current product options and eligibility requirements for our products are set out on the CUA website at [cua.com.au](http://cua.com.au):

### EVERYDAY BANKING ACCOUNTS

#### Everyday Snap Account

An everyday bank account for individual members aged 18 years and over that rewards you with rebates on selected fees if qualifying criteria are met (refer to the Schedule of Fees Accounts and Access Facilities).

#### Everyday Account

An everyday bank account for individual members aged 18 and over as well as Not for Profit organisations, Community Groups, Superannuation Funds and Trusts.

The Everyday and Everyday Snap accounts offer more ways to help you manage your money, including the option of Savings Top-Up so you can save as you spend.

#### Everyday Youth Account

The ideal everyday bank account for 10 to 17 year olds to experience their first real taste of freedom.

#### Everyday 55+ Account

An everyday bank account for members aged 55 and over, which allows you to manage your daily transactions while earning interest. This account cannot be held in trust.

#### Everyday 50+ Account

An everyday bank account for members aged 50 and over, which allows you to manage your daily transactions while earning interest. This account cannot be held in trust.

#### Everyday Business Account

An everyday bank account for business members.

### SAVINGS AND TERM DEPOSIT ACCOUNTS

Refer to the Interest Rate Schedule, available in branch or at [cua.com.au](http://cua.com.au), for current base and bonus interest rates and full details of bonus interest conditions applying to our savings accounts.

#### eSaver Reward Account

An online savings account for flexible savers that rewards you with additional bonus interest on balances up to \$100,000 at the end of each month in which any one of your eligible CUA everyday banking accounts receives total direct credits of \$1,000 or more from an external (non CUA) bank account during that month (e.g. your salary). The eligible types of CUA everyday banking accounts which can receive deposits to qualify for bonus interest are the Everyday, Everyday Snap, Everyday Youth, Everyday 55+, Everyday 50+, Everyday Business, Prime Access, Freedom Plus and Platinum Plus Accounts. A maximum of one eSaver Reward Account can be opened per member.

#### eSaver Boost Account

An online savings account for regular savers that rewards you with additional bonus interest on balances up to \$500,000 when you make deposits totalling \$250 or more in a month into your eSaver Boost account and no withdrawals that same calendar month.

#### Youth eSaver Account

Youth eSaver is an online savings account for those aged under 18 years and earns a higher rate of interest than everyday bank accounts. Access to this account is via Digital Banking, iM CUA and telephone banking (other than deposits, which can be made at a branch).

#### eSaver Extra Account

An online savings account for regular savers that rewards you with extra (bonus) interest on balances up to \$750,000 when you make deposits totalling \$250 or more in a month into your eSaver Extra account and no withdrawals that same calendar month.

# Summary of everyday banking accounts and available access facilities

ACCOUNT	EVERYDAY SNAP	EVERYDAY	EVERYDAY YOUTH <sup>2</sup>	EVERYDAY 55+	EVERYDAY 50+	EVERYDAY BUSINESS	FREEDOM PLUS <sup>4</sup>	PRIME ACCESS	PLATINUM PLUS	CASH MANAGEMENT	SPECIAL PURPOSE
MINIMUM OPENING DEPOSIT	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
MINIMUM BALANCE	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
WHEN INTEREST CREDITED	N/A	N/A	N/A	Month end	Month end	30 Jun & 31 Dec	30 Jun & 31 Dec	30 Jun & 31 Dec	30 Jun & 31 Dec	Month end	Month end
CHEQUE BOOK <sup>1</sup>	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DEPOSIT BOOK <sup>1</sup>	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VISA DEBIT CARD ACCESS <sup>15</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
REDICARD ACCESS <sup>15</sup>	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
DIGITAL & TELEPHONE BANKING <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DIRECT DEBIT / CREDIT	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OSKO & NPP PAYMENTS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BPAY	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PERIODICAL PAYMENTS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MORTGAGE OFFSET FACILITY <sup>3</sup>	No	Yes	No	Yes	No	Yes	Yes	Yes	Yes	No	Yes
WITHDRAW FUNDS AT CALL	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DIGITAL BANKING WITHDRAWALS <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TELEPHONE WITHDRAWALS <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BRANCH WITHDRAWALS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FINANCIAL INSTITUTION CHEQUES	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BANK@POST	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
IM CUA <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
AVAILABLE FOR SALE	Yes	Yes	Yes	No	Yes	Yes	No	No	No	No	No

## Related notes

1. The following age limitations apply for specific access facilities (where applicable):

- Cheque book - 18 years or over
- Digital, telephone & SMS banking - issued to account holders aged 10 or over
- Visa Debit card, rediCARD and iM CUA - minimum age determined at CUA's discretion

2. Everyday Youth Account - This everyday bank account is for the specific use of children aged between 10 and 17. Joint accounts are not available for this product. A parent / guardian may be given authority to obtain information on the account for monitoring purposes. Accounts will be converted to the Everyday Snap Account by us when the account holder reaches the age of 18.

3. CUA's Mortgage Offset facility may only be established on qualifying loans. Please see the Mortgage Offset facility section on page 31 for more details.

4. Freedom Plus Account - This account is for members under the age of 25. Accounts will be converted to the Everyday Snap Account by us when the primary account holder reaches the age of 25.

5. Bonus interest is payable each month subject to you satisfying the monthly bonus interest conditions for the relevant account as specified in these terms and conditions and the Interest Rate Schedule or [cua.com.au](http://cua.com.au). Bonus interest is payable only on balances up to the maximum dollar level specified in these terms and conditions and the Interest Rate Schedule. The base rate of interest will be paid on the portion of any balance exceeding this specified maximum dollar level. For full details of current interest rates and monthly bonus interest conditions refer to Interest Rate Schedule or [cua.com.au](http://cua.com.au).

# Summary of savings and term deposit accounts and available access facilities

ACCOUNT	ESAVER REWARD	ESAVER BOOST	YOUTH ESAVER <sup>6</sup>	TERM DEPOSIT	ESAVER FLEXI	ESAVER EXTRA	ESAVER	BONUS SAVER <sup>7</sup>	CHRISTMAS CLUB <sup>8</sup>	ESAVER PLUS <sup>11</sup>	BUSINESS ESAVER <sup>13</sup>	COMMUNITY ESAVER <sup>14</sup>
MINIMUM OPENING DEPOSIT	\$1	\$1	\$1	\$5,000	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
MINIMUM BALANCE	\$1	\$1	\$1	\$5,000	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
BONUS INTEREST EACH MONTH <sup>5</sup>	Yes	Yes	No	No	No	Yes	No	Yes	No	Yes	No	No
WHEN INTEREST CREDITED	Month end	Month end	Month end	At maturity, annually or monthly <sup>9</sup>	Month end	Month end	Month end	Month end	31 Oct	Month end	Month end	Month end
CHEQUE & DEPOSIT BOOK	No	No	No	No	No	No	No	No	No	No	No	No
DEBIT CARD ACCESS	No	No	No	No	No	No	No	No	No	No	No	No
DIGITAL & TELEPHONE BANKING <sup>1</sup>	Yes	Yes	Yes	Enquiry Only	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DIRECT DEBIT / CREDIT	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OSKO & NPP PAYMENTS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BPAY	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PERIODICAL PAYMENTS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MORTGAGE OFFSET FACILITY	No	No	No	No	No	No	No	No	No	No	No	No
WITHDRAW FUNDS AT CALL	Yes	Yes	Yes	See note 10	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DIGITAL BANKING WITHDRAWALS <sup>3</sup>	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TELEPHONE WITHDRAWALS <sup>3</sup>	Yes	Yes	Yes	See note 10	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BRANCH WITHDRAWALS	No	No	No	See note 10	No	No	No	Yes	Yes	No	No	No
FINANCIAL INSTITUTION CHEQUES	No	No	No	See note 10	No	No	No	Yes	Yes	No	No	No
IM CUA <sup>1</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BANK@POST	No	No	No	No	No	No	No	No	No	No	No	No
AVAILABLE FOR SALE	Yes	No	Yes	Yes	Yes	No	No	No	No	No	See Note 12	See Note 12

## Related notes

6. Youth eSaver Account - this savings account is exclusively for children under 18 years of age. A maximum of one Youth eSaver Account can be opened per eligible child and the child must be the sole account owner (joint accounts are not possible). If the child is under 10 years of age, a parent/guardian must give their consent to opening the account and must be set-up as a signatory to operate the account on behalf of the child (the child is not permitted to personally transact on this account if under 10). If the child is 10 years of age or older, the account can be opened and personally operated on by the child and/or by a parent/guardian that is listed as a signatory on the account. A child over the age of 10 years can appoint or remove signatories to the account. Only a parent or legal guardian of the child is able to be appointed as a signatory. Youth eSaver accounts will automatically be converted to the eSaver Plus Account when the child reaches 18 years of age.

7. Bonus Saver Account - Bonus interest is payable when a minimum deposit of \$50 and no withdrawals are made in a calendar month.

8. Christmas Club Account - Account balances are automatically transferred to your nominated account on 1 November. Access to this account is not encouraged prior to 1 November each year; however funds can be accessed if required at any time.

9 Term Deposits - 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. Please note your final interest payment will be credited on the night before the Maturity Date quoted in your Term Deposit Acceptance Letter. For example, if your maturity date is 1 July, your final interest payment will occur on 30 June.

10. Term Deposits - Please refer to the Additional Terms & Conditions for term deposit accounts on page 12 for further details of withdrawal conditions.

11. eSaver Plus- An online savings account for regular savers that rewards you with additional bonus interest on balances up to \$1,000,000 when you make deposits totalling \$200 or more in a month into your eSaver Plus account and no withdrawals that same calendar month.

12. These new products are not yet available for sale at the date of printing. Availability of these accounts will be confirmed via the CUA website.

13. Business eSaver - An online savings account specifically for business members.

14. Community eSaver - An online savings account specifically for not for profit and community organisations.

15. Facility includes access to the mobile payment app and/or digital wallet that accesses Apple Pay, Samsung Pay, Google Pay.

### **eSaver Flexi Account**

This flexible online savings account offers a competitive interest rate without having to meet any maximum balance or monthly bonus interest conditions.

Usual access to this account is by online transfer of funds to and from other accounts via online and mobile banking.

### **Term Deposit**

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

The previous table provides more detail on these products and others no longer for sale, as well as the access methods attached to each account.

### **Additional terms and conditions for term deposit accounts**

1. The minimum amount that can be lodged in a CUA Term Deposit is \$5,000 and the terms range from one month to five 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. Please note your final interest payment will be credited to your account on the night before the Maturity Date quoted in your Term Deposit Acceptance letter. If interest is requested to be paid monthly, the rate may be reduced. Please refer to our Interest Rates Schedule for the current interest rates payable. Monthly interest may be paid on the same day each calendar month or on a 30 day cycle depending on whether the term you select is specified as a whole number of months or in days.

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 or, transferred to an alternative account in the same name as that of the deposit, instructions will be accepted by telephone or iM CUA. 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. When making a decision to re-invest your deposit, you should be aware that higher interest rates may be available for other terms. 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 adjustment or apply a notice of withdrawal period - refer clauses 8 & 14 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. Where you advise us in the grace period that you wish to withdraw a partial amount from your term deposit or change the term, we may close your existing term deposit and open a new term deposit account in accordance with your revised instructions. The start date for this new term deposit will be the date within the grace period that we receive your instructions rather than the maturity date of your original term deposit.

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 in the instructions provided to us.

### **Term deposits entered into prior to 1 October 2018**

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 adjustment will be payable by you as calculated in accordance with clause 10.

9. When a term deposit is invested for periods greater than two years, the funds will be held at call. Should a request to release funds be made within the first two years an interest adjustment will be payable by you. This interest adjustment will be calculated in accordance with clause 10. After the first two years, no interest adjustment will be payable.

10. Interest adjustments for early release of term deposits entered into prior to 1 October 2018 is calculated as follows:

<b>Proportion of term completed at time of pre-maturity</b>	<b>Interest adjustment payable as a % of your interest rate</b>
0% < 25%	60%
25% < 50%	40%
50% < 75%	30%
75% < 100%	20%

### **Term deposits entered into from 1 October 2018**

11. 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 adjustment will be payable by you as calculated in accordance with clause 13.

12. When a term deposit is invested for periods greater than two years, the funds will be held at call. Should a request to release funds be made prior to the maturity date, an interest adjustment will be payable by you. This interest adjustment will be calculated in accordance with clause 13.

13. Interest adjustments for early release of term deposits entered into from 1 October 2018 is calculated as follows:

Proportion of term completed at time of pre-maturity	Interest adjustment payable as a % of your interest rate
0% < 20%	90%
20% < 40%	80%
40% < 60%	60%
60% < 80%	40%
80% < 100%	20%

#### Example of how the interest adjustment is calculated

For a post-October 2018 one-year term deposit with an investment amount of \$10,000, at a rate of 5%pa, if the entire balance was withdrawn after 9 months, the following calculation will be applied:

1. Divide the term interest rate (5%) by the number of days in the term (12 months = 365 days)  
 $0.05 / 365 = 0.000136986$  (interest per day)
2. Multiply the interest per day by the investment amount to calculate the interest earned each day  
 $10,000.00 \times 0.000136986 = \$1.370$
3. Calculate the total interest accumulated up until the point the term has been invested (9m = 274 days)  
 $\$1.370 \times 274 = \$375.34$
4. Divide the term (12 months) from the proportion of term completed before maturity (9 months)  
 $9 / 12 = 75\%$   
 This calculates the proportion of term completed at time of pre-maturity, therefore, the interest adjustment payable as a percentage of the interest rate is 40%.
5. Multiply the interest accumulated by the interest adjustment payable  
 $0.40 \times \$375.34 = \$150.14$   
 For this example, the interest adjustment payable is \$150.14.

For term deposits where interest has been paid out to you and there is insufficient accrued interest to cover the interest adjustment, the interest adjustment may be deducted from the principal of the term deposit.

#### For all Term Deposits

14. 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.

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

16. 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.

17. CUA may from time to time offer bonus interest payable on top of our standard rates of interest in line with the conditions outlined in our Interest Rate Schedule.

18. CUA may from time to time offer Special Term Deposit rates as outlined in the Interest Rate Schedule that will only be available to newly opened term deposits accounts. These Special Term Deposit rates are not available on existing term deposits accounts that re-invest at maturity.

On maturity, an account receiving a Special Term Deposit rate will automatically re-invest for the same period and at CUA's standard prevailing term deposit rates, should no maturity instructions be received by CUA prior to maturity or during the grace period.

19. CUA may at its absolute discretion from time to time offer a Term Deposit holder the ability to add funds to existing term deposits.

20. To support processing of your term deposit instructions, an accompanying CUA everyday banking account must be opened in the same name(s) as your term deposit account. We may use this everyday banking account to facilitate money being added to or withdrawn from your term deposit via your everyday banking account. Where we need to process an addition or withdrawal from your term deposit and you do not have an everyday banking account to facilitate this, we may open up an everyday banking account in the same name(s) as your term deposit account.

## 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 23 for details of how and when we must notify you of these changes.

We may at our discretion waive any fee or charge to your account to which we are entitled. The failure by CUA to collect any fee or charge which applies to your account does not give rise to a waiver of that fee or charge in the future.

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 interest rates payable. We calculate interest on the credit balance of your account after the close of the business day, and credit interest to your account as set out in this document.

During a normal calendar year you earn interest each day based on the prevailing interest rate divided by the 365 days of the year. However, in a leap year you earn interest each day at the prevailing interest rate, divided by the 366 days of the leap year.

We may vary 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 interest rates from us at any time or by visiting our website at [cua.com.au](http://cua.com.au).

## Proof of identity required

The law requires us to verify your identity when you open an account as well as 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;
- a current 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 Aboriginal and Torres Strait Islanders 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 from you 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.

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 notify us by completing the appropriate form. We will give you guidance on how to go about this.

For non-individual entities, you must show us details of your certificate of incorporation, partnership agreement or other constitution 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 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 TFN exemption for all accounts.

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 application forms do, 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.

## 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 Debit 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 a card on the account.

If any party to a joint account dies, the surviving joint account holders automatically take the deceased joint holder's share of funds in the account. We may require you to close the account and transfer those funds to a new account in the name of the surviving owner or owners.

### Who can sign? Who can't?

You may perform functions to any account, including joint accounts, to which you are an owner, including:

- depositing and investing money in accounts for any term;
- negotiating any cheques made payable to you or matching the ownership of the joint account (note: cheques made payable in joint names must normally be processed through a joint account);
- drawing and signing cheques (including instruction to stop payment on a cheque);
- providing instructions for direct credit deposits;
- authorising periodical payments/electronic transfers/direct debits;
- assign a PayID account alias to the account;
- withdrawing part or all monies to the credit of the joint account.

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.

Opening or closing any joint account will require the consent of all account owners.

A party cannot be added to, or removed from, a joint account. Any change in account ownership will require you to open a new account.

Authority to have more than one person to sign on an account may not be 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.

Additionally, some payment instruments are also affected. For example, electronic cards (CUA Visa Debit card and rediCARD) cannot be issued on an account that requires more than one signature to make a withdrawal.

Also, transactions are available on many-to-sign accounts via online banking and iM CUA but require authorisation by all required signatories for the transaction to be processed. Those required to authorise the transaction must therefore also be set up with online banking or iM CUA to permit these types of transaction to take place. 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 account holders 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.

## Trust accounts

You can open an account as a trust account, however it is important to note that:

- 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;
- for business accounts, to add, change or remove a PayID connected to the 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 authorised person prior to revocation of the authority. You must also surrender all access facilities held by the third party.

Your authorised signatory cannot:

- Change your contact details, including the mailing address for statements;
- Change any of the signatory authorisations on the account;
- Give a third party access or authority to operate the account;
- Make enquiries about loan account balances or available credit on a loan account (except for overdraft accounts);
- Add, change or remove a PayID set up on your account (for non-business accounts); or
- Close the account

Each signatory to an account (including any parent/guardian who operates upon an Everyday Youth and/or Youth eSaver account) agrees to indemnify and keep indemnified CUA against all claims (including any claim made by an account holder), obligations, liabilities, expenses, losses, damages and costs that CUA may sustain or incur as a result of any transaction carried out by the signatory on an account.

## 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 (may not be available on all products).

When making electronic deposits, although CUA is unable to guarantee when these funds will be received by us, it is recommended that you process your transfer or deposit by 4pm on the working day prior to the day in which your funds need to be in your account. CUA does not receive electronic deposits on weekends or on national public holidays. 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 \$2,010 per day per person reducing to \$2,000 from 1 March 2020. 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 will generally 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);
- direct debits against non-CUA accounts (once the proceeds of the direct debit are cleared);
- cash deposits and direct credits;
- less any outstanding card transactions;
- Card credits and/or refunds that are processed using your card once those funds are no longer pending.

## Account statements

Statements will normally be provided to you every six months, but may be provided monthly dependent on the CUA products you have. You may request account statements to be sent to you more frequently. We will not send a statement for an account that has a zero balance and had no transactions during the statement period.

You can elect to receive your statement electronically with our eStatement facility.

Only the first named owner of a joint savings account will receive a statement for that account. Where you have nominated another person to receive statements on your behalf, you agree that you may be formally served with any notice or other legal documentation also via such person - and vice versa. We recommend you check your account statement as soon as you receive it and immediately notify us of any unauthorised transactions or errors.

Replacement or additional copies of CUA statements are also available upon request.

## What happens if I change my name or address?

We recommend that if you change your name or address, you let us know immediately. For a change of name any cards and cheque books need to be returned to CUA and new ones issued in your new name.

## 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 dormant.

Once your account becomes dormant, we may stop sending account statements.

If your account (other than an Everyday Youth Account or Youth eSaver 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.

Fees may apply to dormant/inactive accounts. Refer to Schedule of Fees for current fees and charges.

## About CUA's right to combine funds held

CUA may offset the credit balance of any of your deposit accounts 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 payment of any amount is overdue on a 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 cover, for example, any cheques that have been drawn on an account already overdrawn, or transactions 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. 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 by iM CUA;
- 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.

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
Increasing an account holder's liability for losses relating to transactions	20 days
Imposing, removing or changing a daily or other periodic limit applying to: transactions, a facility, or electronic equipment	20 days
A change required because of an immediate need to restore or maintain the security of a system or an individual account, including the prevention of criminal activity	when we next communicate with you
Changing any other term or condition	when we next communicate with you

## 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 cancel access facilities at any time. However, you will have to surrender your 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.

We can:

- close CUA accounts at our absolute discretion by giving you reasonable notice, and paying you the balance of your account. In exceptional circumstances, we may close your account without providing notice; or
- cancel or restrict any access facility at any time without prior notice, including when your card is inactive. This restriction can include limiting your ability to use an account or access facility in conjunction with a third party payment service or digital wallet provider.

## Suspending Accounts and refusing to process transactions

We may suspend your CUA account or accounts, and not process a transaction or transactions, at any time without notice whenever it is reasonably necessary to protect our legitimate interests (which includes our legitimate business needs, reputation, prudential requirements, material changes to our business or systems, and/or security requirements).

Examples of when we may do this include, but are not limited to:

- To protect you, or us, from fraud or other losses
- To manage regulatory risk or comply with regulatory requirements

## Notices & electronic communication

We may send you notices and statements:

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

We will only use fax, SMS, iM CUA or email if the law permits. We may also send you notices and statements by some other way that you have agreed to.

Where the law permits, 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 and/or mobile phone number at any time or cancel arrangements to receive notices or statements by email, SMS, iM CUA or by retrieval from our website.

## Cheque deposits

You can generally only access the proceeds of a cheque when it is cleared. Cheques you deposit via a CUA Branch 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, cheques deposited to your account will be available for withdrawal by 10:00 am on the fifth working day after the deposit was made.

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.

CUA has a discretion to allow you to withdraw the proceeds of a cheque deposited to your account before it is cleared. CUA reserves the right to recover from you the proceeds of such a cheque if it is subsequently dishonoured.

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?**

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, under normal circumstances, a five (5) 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?**

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

Cheque deposits made via Bank@Post are normally cleared into your CUA account after 5 working days. However, if we are subsequently advised by Australia Post that your cheque has been dishonoured CUA will withdraw the dishonoured cheque value(s) from your CUA account. 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 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, you agree to incur and repay the debt up to the amount that the cheque and fees exceed the balance of your account.

### **About writing cheques**

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

CUA will provide you 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.

Fees may apply for each cheque that is debited to your account. Please refer to the Schedule of Fees for further details.

### **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 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 actioned 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 your chequing facility at any time if we believe that the service is not being used in a satisfactory manner. A letter advising that the facility has been withdrawn will be forwarded to your 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. You are advised to safeguard your 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 through iM CUA or by phoning CUA Direct.
7. Failure by you to immediately notify your nearest CUA branch, iM CUA or CUA Direct of the loss, theft or misuse of your cheque book may result in you being wholly or partially liable for the loss incurred.
8. We may not give you access to chequing facilities 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 your 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 yourself 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 your 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, through iM CUA 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 may only be established on Everyday, Everyday Business, Prime Access, Freedom Plus, Platinum Plus, Everyday 55+ and Special Purpose accounts (offset account) on qualifying loans. The offset facility can only be established if all parties to the offset deposit account are parties to the qualifying loan.
2. The maximum number of accounts you can use as "offset accounts" on each qualifying loan is determined at CUA's discretion.
3. You must maintain a minimum balance of \$500 (or such other required minimum balance as CUA determines) in each "offset account" to obtain the benefit of the offset from that account.
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, and 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.

8. A Mortgage Offset facility is not available on any qualifying account with an overdraft facility.

9. The following additional Mortgage Offset conditions apply in relation to Premium Fixed Rate Loans entered into after 12 June 2016:

- (a) The maximum in your offset accounts that is able to be offset against the loan balance when calculating interest on the loan account during the fixed rate term is \$50,000.
- (b) You may allow the total balance of your offset accounts during the fixed rate term to exceed \$50,000. However, the amount in excess of \$50,000 will not be taken into account when calculating interest on the loan account during the fixed rate term. You will also not receive any interest on the funds in your offset accounts in excess of the \$50,000 limit.

10. The following additional Mortgage Offset conditions apply in relation to Advance Variable Home Loans:

- (a) The maximum in your offset accounts that is able to be offset against the loan balance when calculating interest on the loan account is \$50,000.
- (b) You may allow the total balance of your offset accounts to exceed \$50,000. However, the amount in excess of \$50,000 will not be taken into account when calculating interest on the loan account. You will also not receive any interest on the funds in your offset accounts in excess of the \$50,000 limit.

11. The following additional Mortgage Offset conditions apply in relation to Balanced Variable and Achieve Variable Home Loans:

- (a) The maximum in your offset accounts that is able to be offset against the loan balance when calculating interest on the loan account is \$15,000.
- (b) You may allow the total balance of your offset accounts to exceed \$15,000. However, the amount in excess of \$15,000 will not be taken into account when calculating interest on the loan account. You will also not receive any interest on the funds in your offset accounts in excess of the \$15,000 limit.

## **Savings Top Up facility**

1. This facility is available on certain types of account determined at CUA's discretion.

2. The Savings Top Up facility allows you to nominate a dollar amount (“Savings Top Up amount”) between \$0.50 and \$5 to be sent from your everyday account to a single nominated CUA deposit account each time a Visa Debit or rediCARD purchase transaction is undertaken.

3. Savings Top Up is triggered for all eligible purchases of \$10 or more made using any Visa Debit card or rediCARD linked to your Everyday or Everyday Snap account, providing the Savings Top Up facility is activated.

4. The Savings Top Up amounts for each transaction will accumulate each day based on the card transactions undertaken on your account with the total amount then transferred to your nominated account as a single “Savings Top Up transfer” at the start of the next day. This Savings Top Up transfer will only be completed if the available balance in your account is \$100 or more.

5. You may choose to activate or deactivate the Savings Top Up facility or and change the destination account to which the Savings Top Up transfer is paid at any time using Digital Banking.

6. You can nominate any CUA everyday or savings account in your payee list in Digital Banking to receive the Savings Top Up transfer. You cannot nominate loan or term deposits accounts to receive the Savings Top Up transfer.

## **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.

2. CUA accepts no responsibility for the date a credit is posted to your 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. Alternatively, if you have registered a PayID for the relevant account, you can supply the remitter with that PayID.

5. Payments from sources outside of Australia cannot 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, you agree 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 the account types (pages 8-11) that have 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 to meet the amount of the direct debit authority are unavailable on the day the debit is due. Please refer to our Schedule of Fees for further details.

3. CUA accepts no responsibility for the date the debit is drawn on your 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 you. 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 your account, you agree 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 the account types (see pages 8-11) that have 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 Debit 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 may 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 may 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 you will be advised of the cancellation in writing. An outward direct debit authority will also be cancelled automatically if the account to be debited does not exist, is invalid or is closed.

6. Funds credited to your CUA account received via a direct debit will be subject to a clearance period of 3-5 working days.

7. Please refer to the summary of accounts & available access facilities for the account types (see pages 8-11) that have 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 or a request through iM CUA must be completed.

8. A fee may 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 given advising of the new account details.

### **Third party payment services**

Third party payment services operate in a variety of ways, and may require you to provide personal banking information to use the service or complete a payment. CUA is not the provider of these third party payment services and not responsible for their use or function, or if there is a security breach affecting any information you store with these third party providers.

Should you choose to use a third party payment service, we are not responsible for compensating you for any disputed transaction, or reversing any transaction on your account.

Examples of third party payment services may include, but are not limited to, PayPal, PoliPayment and digital wallets.

CUA may at any time restrict or cease supporting the use of CUA access cards or accounts within third party payment services, including preventing you from adding an access card to a digital wallet.

### **Telegraphic transfers - inward (third party crediting your CUA account)**

1. Funds forwarded from outside of Australia may pass through other financial institutions before being credited to your CUA account.
2. 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 fees charged by the financial institutions involved in the transfer including fees charged to us by our payments service providers.
3. CUA will credit telegraphic transfer funds to your CUA account on the day that payment has been received by CUA. Funds transfers from overseas generally take 48 to 72 hours, provided all information supplied on the request is complete and correct.
4. The conversion of foreign amounts into Australian Dollars is performed by our international payments provider before funds are received at CUA for processing.
5. Telegraphic transfer funds can only be credited to a transaction account and funds received for other accounts may be credited in the first instance to your CUA transaction account and then transferred to the nominated account if possible.

### **Telegraphic Transfer - outward (Overseas Payment) (crediting a third party non CUA account)**

1. Requests for overseas payments received in branches or via secure online banking message before 1pm Qld time will be sent to vendors on the day of the request. Requests received in branches or via secure online banking message after 1pm may be sent to vendors on the following business day. For self-service requests made through online banking (when available), your instructions will be sent to our vendors at the time of the request.
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. Overseas payments 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 overseas payments until five (5) working days after lodgement.

6. Requests to recall or change the detail on overseas payments may be charged a fee or have penalties to exchange rates applied.

7. Please refer to the Terms and Conditions for overseas payments available with the application form or within online banking.

### **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 on the date nominated. You must have sufficient cleared funds available in your account to cover processing of the periodical payment on the day it is due.

7. Members with automatic periodical payments on CUA loans are advised we will make a number of attempts to debit loan repayments from your nominated account on the due date. This will include the full amount of the periodical payment if sufficient cleared funds are held in the source account or partial payment up to the account balance if there are insufficient funds available. We will attempt to action each automatic periodical payment up to a maximum 90 days.

8. 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 day of debiting.

9. Should three (3) successive periodical payments not be made, the authority will normally be cancelled automatically. However, this may not be the case if a periodic payment has been established to meet a minimum loan repayment.

10. A fee may apply for some periodical payments. Please refer to our Schedule of Fees for further details.

11. Any request to stop a payment may be required in writing. Alternatively, members are also able to adjust or cancel periodical payments in digital banking or through iM CUA.

12. 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 given advising CUA of the account details. A cancellation of any request may be arranged in branch, over the phone, through iM CUA or via Digital Banking.

13. Members are advised that altering a periodical payment via Digital Banking or iM CUA will impact the daily transaction limit by the amount of the periodical payment on the day it is due for payment. Members are advised to contact CUA Direct on 133 282 or iM CUA when in doubt about making adjustments to periodical payments in digital banking or through iM CUA.

#### **SMS Banker and SMS/Email Alerts**

1. Should you subscribe to this service, your mobile phone carrier may charge you for any SMS message you send to CUA.

2. Any one transaction may generate more than one SMS alert message from CUA.

3. 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.

4. CUA is not liable for sending SMS messages to another party where you have not informed CUA of a change to your mobile number or loss of your mobile telephone.

5. You may also elect to receive your alerts by email. If you 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.

6. You will be notified of any changes to the terms & conditions or fees and charges that are applicable to this service. See page 23 of this document for details.

7. A mobile phone number must only be provided for an account held in the same name of the owner of that mobile phone number.

## Electronic access facilities and ePayments conditions of use

### **Section 1. Information about our ePayment facilities**

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

#### **Important information you need to know before using a device to make electronic payments**

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep your access card and pass codes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY or telephone or Digital Banking.
- Immediately report loss, theft or unauthorised use of your access card
- Do not select a pass code which represents your birth date or a recognisable part of your name.
- Never write the pass code on the access card.
- Never write the pass code or PIN on anything which is kept with or near the access card.
- Never lend the access card to anybody.
- Never tell or show the pass code to another person - including to a family member or friend.
- Use care to prevent anyone seeing the pass code being entered on a device.
- Keep a record of the Visa Debit card number and the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access the telephone banking or Digital Banking service only using the OFFICIAL phone numbers and URL addresses.
- ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details.
- NEVER allow another person to register their fingerprints on your device as this may allow them login to your Mobile Banking.
- DO NOT ALLOW anyone else's fingerprints or face to access the device on which you access iM CUA.

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

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

rediCARD	Online Banking
Visa Debit card	Mobile Banking
BPAY	Telebanker (telephone banking)
iM CUA	

A card in this context includes use of the card via a mobile payment app and/or digital wallet that accesses that card (eg. Apple Pay, Samsung Pay, Google Pay).

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

### rediCARD

rediCARD allows you to access your account at an ATM or make payment at any retailer in Australia displaying the EFTPOS logo. We will provide you with a PIN to use with your rediCARD or the option to select your own PIN through Digital Banking. rediCARD Plus also allows you to access your account at an ATM overseas displaying the Visa/Plus logo.

We may also provide you with a digital copy of your card that can be added to Apple Pay, Google Pay or Samsung Pay and used for a more selective range of transactions at participating merchants. CUA may at its discretion allow you to use the digital copy of your card to make certain transactions prior to receiving your physical plastic card.

### Visa Debit card

Visa Debit card allows you to make payments at any retailer displaying the Visa logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa logo. We will provide you with a PIN to use with your Visa Debit card or the option to select your own PIN through Digital Banking.

We may also provide you with a digital copy of your card that can be added to Apple Pay, Google Pay or Samsung Pay and used for a more selective range of transactions at participating merchants. CUA may at its discretion allow you to use the digital copy of your card to make certain transactions prior to receiving your physical plastic card.

### Contactless Transactions

If your rediCARD or Visa Debit card has contactless functionality, you can make Contactless Transactions for purchases at merchant terminals that allow for this functionality.

All cards are issued at CUA's discretion and CUA may determine the level of functionality made available in its cards. We may choose not to provide you with a card, or certain type of card.

### Important information about chargebacks for Visa Debit card

If you believe a Visa Debit card transaction was:

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

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

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

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

We may in good faith chargeback some or all of the amount disputed. However, if we do chargeback the transaction, and Visa, the merchant or the merchant's financial institution subsequently declines to chargeback the transaction, we may deduct the refunded amount from your account.

### Section 2. Definitions

(a) **access card** means a debit card or credit card and includes our Visa Debit card and rediCARD;

(b) **ATM** means automatic teller machine;

(c) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned;

(d) **device** means a device we give to, or is issued to, a user that is used to perform a transaction. Examples include:

- (i) debit card or credit card;
- (ii) token issued by a subscriber, or other 3rd party that generates a passcode or other digital identifier (whether that token is physical or digital);

Where relevant, if a card or token is used for making or processing a transaction, that card or token will be the relevant device in relation to that transaction.

(e) **EFTPOS** means electronic funds transfer at the point of sale - a network for facilitating transactions at point of sale;

(f) **facility** means an arrangement through which you can perform transactions;

(g) **identifier** means information that a user:

- (i) knows but is not required to keep secret, and
- (ii) must provide to perform a transaction;

Examples include an account number, PayID or member number.

(h) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet;

(i) **pass code** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may be:

- (i) personal identification number (PIN);
- (ii) Digital Banking: Web Access Code (WAC) or Personal Identification Number (PIN);
- (iii) telephone banking Telephone Access Code (TAC);
- (iv) code generated by a security token;
- (v) a one time password provided by CUA via SMS or email to you;
- (vi) Fingerprint access;
- (vii) any other access mechanisms such as facial recognition.

A pass code does not include a number printed on a device (e.g. a security number printed on a credit or debit card). CUA may determine and change the application and use of passcodes from time to time.

(j) **regular payment** arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have pre-authorized the Merchant to bill your account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you.

The amount may differ or be the same for each transaction.

(k) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3;

(l) **unauthorised transaction** means a transaction that is not authorised by a user;

(m) **user** means you or an individual you have authorised to perform transactions on your account, including:

- (i) a third party signatory to your account;
- (ii) a person you authorise us to issue an additional card to;

(n) **we, us, or our** means Credit Union Australia Ltd;

(o) **you** means the person or persons in whose name this Account and Access Facility is held;

(p) **Digital Banking** refers to both our Online Banking and our Mobile Banking services

(q) **periodical payments** are scheduled payments from account to account or account to loan, both within CUA or externally to another institution;

(r) **automatic periodical payments** (standing orders) are established to meet minimum loan repayments on CUA loans. These payments are adjusted in line with interest rate changes;

(s) **scheduled payments** is the term we refer to periodical payments created or edited in Digital Banking;

(t) **daily transaction limit** in relation to an account access method means the withdrawal limit set out in Section 24 for that access method.

(u) **one time password** means a unique password that is issued to you for the purposes of completing a transaction and which can only be used for that single transaction.

(v) **contactless transaction** A way to pay for a purchase under \$100 by tapping your card or device on a payment terminal without having to sign or enter a PIN.

(w) **iM CUA** means the app called iM CUA.

### Section 3. Transactions

3.1. These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment, and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

3.2. These ePayment Conditions of Use apply to the following transactions:

- (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature;
- (b) telephone banking and bill payment transactions;
- (c) Digital Banking transactions, including 'Pay Anyone', Osko and NPP Payments;
- (d) online transactions performed using a card number and expiry date;
- (e) online bill payments (including BPAY);
- (f) direct debits;
- (g) transactions using mobile devices (including iM CUA).

### Section 4. When you are not liable for loss

4.1. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:

- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- (b) a device, identifier or pass code which is forged, faulty, expired or cancelled;
- (c) a transaction requiring the use of a device and/or pass code that occurred before the user received the device and/or pass code (including a reissued device and/or pass code);
- (d) a transaction being incorrectly debited more than once to the same facility;
- (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a pass code has been breached.

4.2. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using



a device, or a device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.

4.3. You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.

4.4. In a dispute about whether a user received a device or pass code:

- (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it;
- (b) we can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user;
- (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code.

## Section 5. When you are liable for loss

5.1. If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.

5.2. Where we can prove on the balance of probability that a user contributed to a loss through fraud, allowing another person to register a fingerprint on their device, or breaching the pass code security requirements in Section 6:

- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us;
- (b) you are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit;
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit;
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit;
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.

5.3. Where:

- (a) more than one pass code is required to perform a transaction; and
- (b) we prove that a user breached the pass code security requirements in Section 6 for one or more of the required pass codes, but not all of the required pass codes, you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

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

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

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

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

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

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

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

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

- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring;
- (b) the fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 6;

- (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

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

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

## Section 6. Pass code security requirements

6.1. Section 6 applies where one or more pass codes are needed to perform a transaction.

6.2. A user must not:

- (a) voluntarily disclose one or more pass codes to anyone, including a family member or friend;
- (b) where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:
  - (i) carried with a device;
  - (ii) liable to loss or theft simultaneously with a device unless the user makes a reasonable attempt to protect the security of the pass code;
- (c) where a device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).
- (d) Allow anyone else's fingerprint or face to be registered to their device which is used to access iM CUA.

**Note:** You will be held liable for any loss you suffer as a result of you not observing these passcode security requirements.

6.3. For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:

- (a) hiding or disguising the pass code record among other records;
- (b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found;
- (c) keeping a record of the pass code record in a securely locked container;
- (d) preventing unauthorised access to an electronically stored record of the pass code record.

This list is not exhaustive.

6.4. A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**Note 1:** An example of extreme carelessness is storing a user name and pass code for Digital Banking in a diary, BlackBerry, Smartphone or computer that is not password protected under the heading 'online banking codes'.

**Note 2:** For the obligations applying to the selection of a pass code by a user, see clause 6.5.

6.5. A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:

- (a) specifically instructed the user not to do so;
- (b) warned the user of the consequences of doing so.

6.6. The onus is on us to prove, on the balance of probability, that we have given the instruction and warning mentioned in clause.

6.7. Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the pass code security requirements in Section 6.

6.8. Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in Section 6.

## Section 7. Liability for loss caused by system or equipment malfunction

7.1. You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.

7.2. Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- (a) correcting any errors;
- (b) refunding any fees or charges imposed on the user.

## Section 8. Network arrangements

8.1. We must not avoid any obligation owed to you on the basis that:

- (a) we are a party to a shared electronic payments network;
- (b) another party to the network caused the failure to meet the obligation.



- 8.2. We must not require you to:
- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network;
  - (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

## Section 9. Mistaken online payments

9.1. In this Section 9:

- (a) direct entry means a direct debit or direct credit;
- (b) mistaken online payment means a payment by a user through a 'Pay Anyone' Digital Banking facility and processed by a financial institution through direct entry where funds are paid into the account of an unintended recipient, because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient, as a result of:
  - (i) the user's error, or
  - (ii) the user being advised of the wrong BSB number and/or identifier. This does not include payments made using BPAY.
- (c) receiving financial institution means a financial institution whose customer has received an online payment;
- (d) sending financial institution means a financial institution whose customer has made an online payment;
- (e) unintended recipient means the recipient of funds as a result of a mistaken online payment;

9.2. When you report a mistaken online payment, we must investigate whether a mistaken online payment has occurred.

9.3. If we are satisfied that a mistaken online payment has occurred, we must send the receiving financial institution a request for the return of the funds.

**Note:** Under the ePayments Code, the receiving financial institution must within 5 business days:

- (i) acknowledge the request by the sending financial institution for the return of funds, and
- (ii) advise the sending financial institution whether there are sufficient funds in the account of the unintended recipient to cover the mistaken online payment.

9.4. If we are not satisfied that a mistaken online payment has occurred, we will not take any further action.

9.5. We must inform you of the outcome of the reported mistaken online payment in writing and within 30 business days of the day on which the report is made.

9.6. You may complain to us about how the report is dealt with, including that we and/or the receiving financial institution:

- (a) are not satisfied that a mistaken online payment has occurred;
- (b) have not complied with the processes and timeframes set out in clauses 9.2-9.5.

- 9.7. When we receive a complaint under clause 9.6 we must:
- (a) deal with the complaint under our internal dispute resolution procedures;
  - (b) not require you to complain to the receiving financial institution.

9.8. If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider.

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

## INFORMATION ABOUT RECEIVING A FINANCIAL INSTITUTION'S OBLIGATIONS AFTER WE REQUEST RETURN OF FUNDS

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

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

### Where funds are available & report is made within 10 business days

- If satisfied that a mistaken online payment has occurred, the receiving financial institution must return the funds to the sending financial institution, within 5 business days of receiving the request from the sending financial institution if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken online payment has occurred, the receiving financial institution may seek the consent of the unintended recipient to return the funds to the holder.
- The sending financial institution must return the funds to the holder as soon as practicable.

### Where funds are available & report is made between 10 business days & 7 months:

- The receiving financial institution must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken online payment has occurred, the receiving financial institution must:
  - (a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and

- (b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving financial institution must return the funds to the sending financial institution within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
- If the receiving financial institution is not satisfied that a mistaken online payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending financial institution must return the funds to the holder as soon as practicable.

#### **Where funds are available and report is made after 7 months**

- If the receiving financial institution is satisfied that a mistaken online payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken online payment has occurred, the receiving financial institution may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:
  - (a) the receiving financial institution must return the funds to the sending financial institution, and
  - (b) the sending financial institution must return the funds to the holder as soon as practicable.

#### **Where funds are not available**

Where the sending financial institution and the receiving financial institution are satisfied that a mistaken online payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken online payment, the receiving financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

#### **Section 10. Using Telephone and Digital Banking**

10.1. We do not warrant that:

- (a) the information available to you about your accounts through our Digital or telephone banking services is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to telephone banking or Digital Banking;

- (c) data you transmit via telephone banking or Digital Banking is totally secure.
- (d) Same day payments you request after 4pm AEST on a business day or any time on a non-business day, will be sent to the payee on the next business day. These payments will be debited to your account on either the payment date or the following day. These same timeframes also apply to future dated payments. Transactions may be delayed if CUA believe further verification is needed.
- (e) Cancellation requests for existing payments are required before 4pm AEST on the business day prior to the scheduled payment.

#### **Section 11. How to report loss, theft or unauthorised use of your Visa Debit card, rediCARD or PIN**

11.1. If you believe your Visa Debit card or rediCARD has been misused, lost or stolen or the pass code has become known to someone else, you must immediately contact us during business hours or the Visa Debit card or rediCARD HOTLINE at any time. Please refer to 'How to contact us' on back cover for our contact details.

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

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

##### **Visa Debit card HOTLINE**

AUSTRALIA WIDE TOLL FREE: 1800 648 027

##### **rediCARD HOTLINE**

AUSTRALIA WIDE TOLL FREE: 1800 648 027

11.4. If the 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 HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

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

- (a) with us by telephone or priority paid mail as soon as possible; or
- (b) by telephoning the Visa Debit card Hotline number for the country you are in.

11.6. A fee may apply for the replacement of a lost, stolen or damaged Visa Debit card or rediCARD. Please refer to our Schedule of Fees for further details.

#### **Section 12. How to report unauthorised use of Telephone or Digital Banking**

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

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

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

### **Section 13. Using the Visa Debit card or rediCARD**

13.1. You agree to sign your physical Visa Debit card or rediCARD immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Debit card or rediCARD. You must ensure that any other cardholder you authorise also signs their physical Visa Debit card or rediCARD immediately upon receiving it and before using it.

13.2. We will advise you from time to time:

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

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

13.4. We may issue a new card to you at a time determined by us. We reserve the right not to reissue your Visa Debit card or rediCARD.

13.5. The Visa Debit card or rediCARD always remains our property.

13.6 We are responsible for the security of cardholder data (as defined in the Payment Card Industry (PCI) Data Security Standard) that we possess, or otherwise store, process or transmit on behalf of you or an additional cardholder.

### **Section 14. Using your Visa debit card or rediCARD internationally**

14.1. 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.

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

14.3. All transactions made using your Visa debit card or rediCARD in a foreign currency, or in Australian dollars where the merchant location is overseas, will be subject to an International transaction fee. Refer to the Schedule of Fees brochure for more detail and current fees.

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

14.5. Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. If you accept this option, once you have confirmed the transaction you will not be able to dispute the exchange rate applied. Regardless of who completes the currency conversion, an International Transaction Fee will apply. Refer to the Schedule of Fees brochure for current fees.

### **Section 15. Additional Visa Debit card or rediCARD**

15.1. You may authorise us, if we agree, to issue an additional Visa Debit card or rediCARD to an additional cardholder provided this person is aged 18 or over (unless we agree to a younger age).

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

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

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

15.5. To cancel the additional card you must notify us in writing. However, this cancellation may not be effective until the additional card is returned to us or you have taken all reasonable steps to have the additional card returned to us.

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

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

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

### **Section 16. Use after cancellation or expiry of the Visa Debit card or rediCARD**

16.1. You must not use your Visa Debit card or rediCARD:

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

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

## **Section 17. Exclusions of Visa Debit card or rediCARD warranties and representations**

17.1. We do not warrant that merchants or ATMs displaying Visa or rediCARD signs or promotional material will accept your card.

17.2. We do not accept any responsibility should a merchant, bank or other institution displaying Visa or rediCARD signs or promotional material, refuse to accept or honour the card.

17.3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa Debit card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

## **Section 18. Cancellation of cards or of access to Digital Banking, Telephone Banking or BPAY**

18.1. You may cancel your Visa Debit card or rediCARD, your access to telephone banking, Digital Banking or BPAY at any time by giving us written notice.

18.2. We may immediately cancel or suspend your Visa Debit card or rediCARD (including the digital copy of your card) or your access to Telephone Banking, Digital Banking, iM CUA or BPAY at any time for security reasons, if you breach these ePayment Conditions of Use, or if your card has been inactive for an extended period of time. In the case of your Visa Debit card or rediCARD, we may cancel the card by capture of the card at any ATM.

18.3. In the case of your Visa Debit card or rediCARD, the account holder will be liable for any transaction you make using your card prior to or after the cancellation of the card.

18.4. In the case of Telephone Banking, Digital Banking, iM CUA or BPAY, if, despite the cancellation of your access to telephone banking, Digital Banking, iM CUA or BPAY, a transaction using the relevant access method is processed, you will remain liable for that transaction.

18.5. Your Visa Debit card or rediCARD or your access to Telephone Banking, Digital Banking or BPAY will be terminated when:

- (a) your card or access method is cancelled;
- (b) you close the last of your accounts with us to which the card applies or which has Telephone Banking, Digital 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 Debit card or rediCARD applies or which has telephone banking, Digital Banking or BPAY access (unless we agree otherwise).

18.6. In the case of your Visa Debit card or rediCARD, we may demand the return or destruction of any cancelled card.

## **Section 19. Using BPAY**

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

19.2. When you tell us to make a BPAY payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

19.3. We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information. Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.

19.4. BPAY View

19.4.1. You need to register within Digital Banking in order to use BPAY View.

19.4.2. 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 with CUA) 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 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 19.4.3 (b), (c) or (d), has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, Digital Banking 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.

19.4.3. 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 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;
- (d) 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.

19.4.4. 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 Digital Banking without an email then that bill or statement is received by you:
  - (i) when a notification is posted on digital banking, whether or not you choose to access digital banking; and
  - (ii) via Digital Banking.
- (c) bills and statements delivered to you, unless deleted by you, remain accessible through Digital Banking;
- (d) you must contact the Biller direct if you have any queries in relation to bills or statements.

19.4.5. You must:

- (a) check your emails or Digital Banking 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 Digital Banking 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).

19.4.6. 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.

19.4.7. 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.

19.4.8. 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.

19.4.9. Any amendment to these terms & conditions will be advised to you in accordance with the section Notifying Changes on page 23.

## Section 20. Processing BPAY payments

20.1. We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and you must tell us promptly if:

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

Please keep a record of the BPAY receipt numbers on the relevant bills.

20.2. A BPAY payment instruction is irrevocable.

20.3. Except for future-dated payments, you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.

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

20.5. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay). Please note that you must provide us with

written consent addressed to the biller who received that BPAY payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

20.6. A BPAY payment is treated as received by the biller to whom it is directed:

- (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
- (b) otherwise, on the next banking business day after you direct us to make it.

Please note that the BPAY payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY payment as soon as they receive its details.

20.7. Notwithstanding this, a delay may occur processing a BPAY payment if:

- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY payment;
- (b) you tell us to make a BPAY payment on a day which is not a banking business day or after the cut off time on a banking business day; or
- (c) a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

20.8. If we are advised that your payment cannot be processed by a biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY payment; and
- (c) take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

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

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

20.10. If you are responsible for a mistaken BPAY payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## Section 21. Future-dated BPAY payments

21.1. You may arrange BPAY payments up to 1 year in advance of the time for payment. If you use this option you should be aware of the following:

- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover

all future-dated BPAY payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.

- (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY payment will not be made and you may be charged a dishonour fee.
- (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- (d) You should contact us if there are any problems with your future-dated payment.
- (e) You must contact us or use our Digital Banking service if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date.

## Section 22. Consequential damage for BPAY payments

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

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

## Section 23. Regular payment arrangements

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

23.2. 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.

23.3. Should your card details be changed (for example if your Visa Debit 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.

23.4. Should your Visa Debit card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.



## Section 24. Transaction limits

24.1. The daily withdrawal limit for cash and EFTPOS transactions is \$2,010. Please note the amount you can withdraw from any single EFTPOS terminal, ATM or Bank@Post outlet may additionally be restricted by the retailer or financial institution providing the facility.

24.2. Apart from transfers made using the “Fast Payment” functionality in Online Banking (including where you ask us to do this for you through iM CUA), there is no transfer limit on payments to CUA accounts on which you are an owner or signatory. A combined daily transfer limit of \$5,000 will apply to all other payments made in Online Banking, and Mobile Banking and through iM CUA.

Reductions to the daily limit and temporary limit increases between \$5,000 and \$250,000 may be requested by calling CUA Direct on 133 282, visiting your local branch, through iM CUA or through Digital Banking. For temporary limit increase requests, we may require additional security measures to be completed prior to processing external payments. These may include external payment passwords, security codes or other measures we deem appropriate. For transactions in excess of \$250,000, we offer telegraphic transfers or Financial Institution cheques.

If a temporary limit increase request is granted, CUA will advise the maximum number of days that your temporary limit will remain in place. CUA may also limit the number of times you can draw up to the temporary limit over the temporary limit period. You should note that a temporary limit increase may increase your liability in the case of unauthorised transactions.

24.3. CUA may, at our discretion, reduce the daily transaction limit applying to your accounts, or set it at \$0, where it is reasonably necessary to protect CUA's legitimate interests (which includes our legitimate business needs, reputation, prudential requirements, material changes to our business or systems, and/or security requirements). This discretion may also be used to reduce the transaction limit applying to a particular channel or payment type.

24.4. Except for future dated payments, you cannot stop a payment.

24.5. CUA will treat your payment instruction as valid, if when you give it to us you use the correct access method.

24.6. You agree not to load any scheduled payment transactions that exceed your daily transaction limit for any given day.

24.7. You should notify us immediately if you think that you have made a mistake when making a transaction, or if you did not authorise a transaction.

24.8. A per transaction limit of \$10,000 applies to all Visa processed transactions.

24.9 Limits for Contactless Transactions apply as set by the relevant card schemes. CUA may at its discretion apply a lower or higher daily transaction limit to Contactless Transactions performed via:

- (a) certain types of CUA cards; or
- (b) certain devices ; or
- (c) certain third party payment services / digital wallets.

## iM CUA

You must not allow anyone else's fingerprint or face to access the device on which you access iM CUA. If you consent to another person using your device by allowing them to register their fingerprint or face in your device or sharing any of your pass codes, we will treat this as you failing to keep your pass code safe. As a result, you may be liable for transactions made by someone else using iM CUA.

As soon as you tell us you know or think somebody else knows your pass code or that any device on which you have downloaded the app has been lost or stolen, we will prevent transactions being carried out on your account using iM CUA. You will not be liable for a transaction carried out using iM CUA which was not carried out by you or for access to or use of your account by someone else, except in the following cases:

- You authorised the carrying out of the transaction or the access to or use of the account (including use by other people who have their fingerprints or face stored on your device)
- You acted with gross negligence, which includes failing to follow the safeguards in this General Information Terms and Conditions, before you notify us that your pass code have been compromised or your device has been lost or stolen.
- You acted fraudulently

If you dispute that you have carried out a transaction, we will expect you to co-operate with us and the police in any investigations. We may give the police and our insurers any information we consider relevant, to enable them to carry out investigations. If we believe or suspect fraudulent or suspicious transactions are being carried out on your account we reserve the right to suspend access to iM CUA.

## Cancellation

You may cancel your use of iM CUA at any time by contacting us using the app. We will continue to carry out any transactions you have already authorised unless you also ask us not to do so and provided it is not too late to amend or cancel those transactions.

## De-registration

We may de-register you from iM CUA immediately in exceptional circumstances, for example, where one of these things happen:

- (i) we are legally required to stop use of the app;
- (ii) you have carried out illegal or fraudulent activity using the app;

- (iii) you have seriously or repeatedly breached our terms and conditions or the terms of your account
- (iv) you have been threatening or abusive towards our staff.
- (v) we terminate iM CUA; and/or
- (vi) we have concerns relating to the security of your mobile device or the potential for illegal or fraudulent activity

Wherever possible, we will notify you personally before withdrawing your use of iM CUA and provide our reasons for doing so. If we are unable to contact you beforehand or there is a legal reason or other circumstances beyond our control preventing us from doing so, where possible we will contact you and give our reasons afterwards.

### Your Data

iM CUA is provided in association with our innovation hub Kony, based in the US. Data in relation to iM CUA will be shared with our partner for the purpose of developing or improving our products and services, including iM CUA. By using iM CUA you expressly consent to having CUA, our affiliates, and select partners contact you about your inquiry by text message or phone to the residential or mobile telephone number you have provided, even if that telephone number is on a corporate, state, or national Do Not Call Registry.

Please note however, we may monitor, record, or reuse iM CUA conversations for quality assurance, training, and other permitted business purposes. You agree this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

### When iM CUA is Available

Though CUA intends to make iM CUA available as often as possible, CUA makes no warranty iM CUA will, in whole or part, be available at any particular time, with any particular agent, or be free of fault or error. iM CUA is provided as convenience to you. Our agents will try to provide you with accurate and current information based on your question, need, and information you provide.

Our goal is to provide helpful and accurate information on CUA products and services and to fulfil requests within the scope of iM CUA. You assume all risks and all costs associated with your use of iM CUA, including, without limitations, any internet access fees or costs incurred for the use of your device and any damage to any equipment, software, information, or data. If you rely on communications made through iM CUA, you do so solely at your own risk.

### Necessary Equipment

Full use of iM CUA is dependent on your use of a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of iM CUA and it is your responsibility to ensure the equipment's functionality.

### You Agree to Receive Alerts, Notifications, and Other Communications

To enhance your experience with iM CUA, you may opt to receive text message notifications by registering your mobile device. By registering your telephone number for text based services, you expressly agree to receive text message communications from CUA and our affiliates or agents regarding iM CUA and supported CUA products and services. You are responsible for any messaging or data fees you may be charged by your telecommunications provider.

Text message functionality and availability is not guaranteed by CUA and should be used by you at your own risk.

### Changes to iM CUA

We may change or discontinue, temporarily or permanently, any feature or component of iM CUA at any time without further notice. You agree CUA will not be liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of iM CUA.

### Disclaimers

iM CUA and associated CUA products and services are provided without warranty of any kind, other than those which cannot be disclaimed under law. Without limiting the foregoing, we make no warranty iM CUA will meet your requirements or be available on an uninterrupted, secure, or error-free basis. iM CUA may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information. We make no warranty regarding the quality, accuracy, timeliness, completeness, or reliability of iM CUA. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than iM CUA to ensure the accuracy and completeness of those transactions. You acknowledge you agree that if you rely on iM CUA, you do so solely at your own risk.

## Visa Secure Conditions of Use

The Visa Secure service is designed to provide you with improved security when your Visa card is used to make a purchase online. These Conditions of Use govern the Visa Secure service and form the agreement between you and us regarding the use of the service.

Should your Visa card have been 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 Visa Secure 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 Visa Secure.



## 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 Visa Secure.

“**we**”, “**us**” or “**our**” refers to Credit Union Australia Ltd.

“**you**”, “**your**” or “**yours**” means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Visa Secure.

“**Visa Secure**” (formally Verified by Visa) means the online transaction authentication service provided by us (or our nominated service provider).

“**Visa card**” means the Visa Debit card issued to you or an additional cardholder by us. Visa card includes a Visa card issued to you that is accessed via a mobile payment app and/ or digital wallet.

## 3. APPLICATION OF CONDITIONS OF USE

These Conditions of Use apply to the Visa Secure service and the Visa Secure 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 VISA SECURE SERVICE

(a) You may use Visa Secure to make purchases online. However, the Visa Secure Services may only be available in connection with participating online merchants.

(b) When making an online purchase or other transaction for which Visa Secure applies, you may be asked to provide certain information to us 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 Visa Secure, 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.

## 5. ADDITIONAL CARDHOLDERS

(a) Subject to the Account Terms, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.

(b) Additional cardholders may use the Visa Secure service, but may be required to confirm their identity using the primary account holders’ details.

## 6. PRIVACY

(a) We (or our nominated service provider) may collect personal information about you, and may disclose personal information about you to others, for the purposes of providing the Visa Secure service to you.

## 7. TERMINATION OF VISA SECURE

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

## 8. PARTICIPATING ONLINE MERCHANT

(a) You will know that an online merchant is a participating online merchant because you will see the Visa Secure 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 Visa Secure, including payment for and delivery of related goods or services not purchased via Visa Secure, 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.

## 9. EXCLUSION OF LIABILITIES

(a) Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Visa Secure 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 Visa Secure 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 Visa Secure service, your sole and exclusive remedy is to terminate participation in the Visa Secure transaction or service, as provided in these Conditions of Use.

## 10. YOUR CONDUCT

- (a) Whilst using the Visa Secure service and our Internet banking services, you agree not to:
- i. impersonate any person or entity using the Visa Secure 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 Visa Secure service or by us;
  - iii. spam or flood our Internet banking service and the Visa Secure service;
  - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Visa Secure service;
  - v. remove any copyright, trademark, or other proprietary rights notices contained in the Visa Secure service;
  - vi. "frame" or "mirror" any part of the Visa Secure 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 Visa Secure service;
  - viii. otherwise interfere with, or disrupt the Visa Secure service or our Internet banking services or servers or networks connected to us or the Visa Secure service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Visa Secure service; or
  - ix. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Visa Secure service.

## 11. YOUR LIABILITY

(a) 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.

## 12. ERRORS

If you believe a Visa Secure transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

# New Payments Platform and Osko (NPP Terms)

## 1. Osko and NPP

(a) We offer NPP Payment and subscribe to Osko under the BPAY Scheme.

(b) As part of NPP and Osko, we allow members to make and receive most Osko Payments in near real-time, subject to the limitations set out in these terms and conditions.

(c) NPP and Osko will be available to members who satisfy the requirements set out in these Terms. Availability of this Service will be as notified in accordance with (d) and (e) below.

(d) CUA will notify you from time to time of the services that are available and the channels through which these services can be accessed. Notices may be published, including by posting to our website, or may be through direct communication.

- (e) Where we are able to do so we will tell you:
- (i) If NPP and Osko Payments are suspended or discontinued;
  - (ii) if there are any delays in processing Transactions;
  - (iii) when your Transaction is likely to be completed; and
  - (iv) give you the opportunity to cancel a Transaction if it is delayed.

## 2. How to make NPP and Osko Payments

(a) NPP and Osko Payments will be available from all transaction and savings accounts. Payments can be made to deposit and loan accounts. NPP and Osko Payments will be presented as a payment option on the channels through which it is available.

(b) Clause 14 below describes how members can create, transfer, update and close PayIDs.

(c) These terms are additional to the terms and conditions applying to the account through which you are accessing the services, to the extent that those account terms are not inconsistent with or expressly overridden by the NPP Terms.

(d) If there is any inconsistency between the terms and conditions applying to the relevant account and/or service and the NPP Terms, the NPP Terms will apply to the extent of that inconsistency.

## 3. Transaction limits

Daily transaction limits applying to NPP and Osko Payments are set out in Section 24 of the Electronic access facilities and ePayments conditions of use section of this document. Reductions to daily limits and temporary limit increases may be requested by calling CUA on 133 282 or by visiting your local branch. CUA retains absolute discretion in agreeing to these requests.

## 4. PayID

(a) You do not have to register a PayID.

(b) When you direct an NPP or Osko Payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Payment. Similarly, depending on the settings you choose for your PayID, other account holders on your account may be able to see messages and notifications associated with

Payments addressed to your PayID. You can obtain more information regarding the use of PayIDs by joint accounts in Clause 14 below.

(c) When initiating a Transaction, you might direct the Transaction to an incorrect account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before you submit a Transaction. Failing to take reasonable steps to ensure you are sending the money to the correct account, including reviewing the PayID Name prior to authorising your payment, may increase your liability if misdirected funds cannot be subsequently recovered.

(d) In order to better provide you with the Services under NPP and Osko, we may retain certain information relating to PayIDs you use. For example we may retain, use and disclose information relating to PayIDs you provide us in order to facilitate scheduled payments. The CUA Group APP & Credit Information Policy has more information on how we collect, use, handle and store Personal Information, which would include PayIDs. You can find this on our website at [www.cua.com.au](http://www.cua.com.au)

## 5. How NPP and Osko payments work

(a) You can access NPP and Osko Payments through our digital channels. It is not necessary to subscribe to the service before being able to use it.

(b) NPP and Osko Payments offer you the ability to make a payment in near-real time to another financial institution who is also offering this service. You can make a Transaction by either entering a PayID or BSB/ Account number. Once you have entered the payment details we will let you know whether the payee financial institution is able to receive this type of Transaction. In rare occasions we will not be able to determine this before you make a payment. In these instances we will notify you after you have submitted your payment via your preferred payment channel and you will be able to resend your payment using a different payment type.

(c) You can make immediate, scheduled and recurring payments.

(d) The status of your payment will be displayed in the transactions overview.

## 6. Payment Directions

(a) You must give us the information specified in Section 7 below before we can action your payment request. We will then debit your account with the amount of that NPP or Osko Payment on the date requested.

(b) When you give this information to us you must comply with the security procedures set out in CUA's General Information Terms and Conditions. This includes the requirement that you do not disclose a pass code to third parties (including, where relevant, allowing third parties to register a fingerprint on a TouchID enabled device).

(c) You should ensure that all information you provide in relation to an NPP or Osko Payment is correct as we will not be able to cancel the payment once it has been processed.

## 7. Information you must give us to make a NPP Payment

The information you must give us to instruct us to make an NPP or Osko Payment includes the destination account (either BSB and Account Number OR PayID), the amount, the date of the payment, and a description of the transaction. You acknowledge that we are not obliged to effect an NPP or Osko Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 8. Investigations and liability for unrecoverable funds

CUA has obligations in relation to investigating and recovering misdirected funds sent as NPP and Osko Payments. CUA is also committed to obligations under the ePayments Code in relation to investigating and recovering mistaken payments. Members should note their liability in relation to funds that cannot be recovered, as set out in the "Electronic access facilities and ePayments conditions of use" section of these terms and conditions.

## 9. Fees and charges

Fees and charges relating to use of NPP and Osko Payments are set out in our Schedule of Fees Accounts & Access Facilities, available on our website at [www.cua.com.au](http://www.cua.com.au). We reserve the right to introduce or amend fees in relation to this service.

## 10. Notifications

(a) Transactions effected as an NPP or Osko Payment will be notified to you in the usual manner, being as a transaction listing on the relevant account viewable on your statements or via Digital Banking.

(b) You will be promptly informed of failed transactions via the preferred communication channel that you have requested (SMS or email).

## 11. Limitation of liability

(a) Limitations of liability are as provided for in Sections 6 and 8 of these NPP Terms, and as set out in the "Electronic access facilities and ePayments" section of these terms and conditions.

(b) When we and the sending financial institution determine that an NPP or Osko Payment made to your account is either a mistaken internet payment or a misdirected payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that mistaken internet payment or misdirected payment. We will notify you if this occurs.

## 12. Suspension and termination

### 12.1 Use of the New Payments Platform

As a Payer, you can determine whether funds you send are routed via the direct entry or New Payments Platform. As a Payee, you are not able to determine the method by which

funds will be sent to your account. If you do not wish to receive funds via NPP or Osko Payments, you should instruct the Payer not to use this platform.

### 12.2 Suspensions and terminations for your default

We may suspend or terminate your participation in NPP and Osko if:

- (a) we suspect that you, or someone acting on your behalf, is being fraudulent;
- (b) we suspect that you are using NPP and Osko in a manner that will or is likely to affect our ability to continue providing NPP and Osko to you or our other members;
- (c) you breach any obligation under these NPP Terms which is capable of remedy and do not remedy that breach within 20 Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- (d) you breach any obligation under these NPP Terms which is incapable of remedy;
- (e) you suffer an Insolvency Event;
- (f) CUA has any other reasonable ground for terminating your participation, and provides you with adequate notice prior to terminating your participation.

If your PayID has been suspended or terminated in accordance with this section, it may not be transferred or updated until it has been unlocked.

### 12.3 Other suspension or termination events

In addition to Section 12.2, we may immediately terminate and/or suspend your participation in NPP and Osko by notifying you if:

- (a) our membership to the Scheme or our subscription to NPP and Osko is suspended, ceases or is cancelled (as the case may be) for any reason; or
- (b) we have other reasonable grounds, as determined by us, for suspending your participation in NPP and Osko

### 12.4 Consequences of termination

Termination or suspension of your right to use NPP and Osko does not:

- (a) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these NPP Terms; or
- (b) otherwise affect the accrued rights or remedies of either party.

### 13. Changes to terms

(a) We may change these NPP Terms or any documents referred to in these NPP Terms at any time by giving you at least 20 days written notice before such change takes effect.

(b) Unless a change under paragraph (a) is reasonably necessary to:

- (i) comply with any law;
- (ii) accommodate changes in the operation of the BPAY Scheme or Osko;
- (iii) accommodate changes in our operations or systems; or

(iv) comply with BPAY's or our security policies and procedures,

you may terminate your participation in NPP or Osko by giving us written notice at any time before such change takes effect. Any such termination under this clause will take effect on the day before the date notified by us that the change takes effect

### 14. Creation and maintenance of your account PayID

(a) You can only register a PayID Type supported by us and you must satisfy us that you own or have the right to use the PayID. PayIDs owned by organisations cannot be registered to personal accounts.

(b) You can register a PayID for receiving NPP and Osko Payments through Digital Banking. By creating your PayID you consent to us recording your PayID and account details in the PayID Service to enable Payers to make NPP Payments to you and, to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Act 1988, you consent to that disclosure and use.

(c) When you create a PayID, we will either issue you a PayID Name or enable you to select your own PayID Name. We will not register a PayID Name that we consider could mislead or deceive a Payer, or that we otherwise deem inappropriate. You consent to us displaying your PayID name to Payers who send NPP Payments to you.

(d) Members are able to open more than one PayID for each account. You may, for example, activate two telephone numbers as PayIDs for receiving NPP and Osko Payments to your account;

(e) If your account is a joint account, you and each other joint account holder can open a unique PayID for the account;

(f) Once a PayID is opened and associated with your account, it may not be used in relation to any other account with us or with any other financial institution (see below for transferring PayIDs between accounts);

(g) The PayID service does not support duplicate PayIDs. If you try to create a PayID for your account which is identical to another PayID in the service, you will receive an error message. You can contact us to discuss duplicate PayIDs. We cannot disclose the details of duplicate PayIDs;

(h) You can transfer your PayID to another account with us, or to an account at another financial institution through Digital Banking or by contacting us;

(i) A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise;

(j) A transfer of your PayID to another financial institution is completed by that institution. Until the transfer is completed, NPP and Osko Payments to your PayID will be directed to your account with us. If the other financial institution does not

complete the transfer, it will be deemed to be ineffective and your PayID will remain with your CUA account. You can try to transfer your PayID at any time;

(k) A locked PayID can not be transferred;

(l) To transfer a PayID that you created for an account with another financial institution to your account with us, you will need to contact that financial institution;

(m) You can close your PayID through Digital Banking;

(n) You must notify us immediately if you no longer own or have authority to use your PayID;

(o) We monitor PayID use to manage fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect use of your PayID to procure NPP and Osko Payments fraudulently;

(p) Please contact us if your PayID has been locked and you wish to unlock it;

(q) We will ensure that your PayID and account details are accurately recorded in the PayID service;

## 15. Notices/miscellaneous

From time to time, we may need to provide to BPAY certain information regarding our members and their use of NPP and Osko, including for the purposes of monitoring and managing fraud relating to NPP and Osko. You consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY.

## 16. Definitions

For the purposes of these NPP Terms, the following definitions apply:

**Adjustment** means a transaction initiated by us or you to adjust or reverse an NPP Payment which has already been cleared and settled.

**BPAY** means BPAY Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000

**BPAY Scheme** means the scheme operated by BPAY which governs the way in which we provide Osko to you.

**Insolvency Event** occurs in respect of a person if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); or
- (b) it has had a Controller (as defined in the Corporations Act 2001 (Cth)) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act 2001 (Cth)) appointed to any part of its property; or

- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth) (or it makes a statement from which a reasonable person would deduce it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction

**Organisation** means any of the following persons:

- (a) a natural person (i.e. an individual) acting in their capacity as a trustee, sole trader or partner of a partnership;
- (b) a body corporate in its personal capacity or as a trustee;
- (c) a government agency;
- (d) an unincorporated body or association; or
- (e) a firm or partnership

**Osko** means the Osko payment service provided by BPAY.

**NPP Terms** means the Terms contained within this New Payment Platform (NPP) section of the General Information Terms and Conditions.

### **NPP Payment / Osko Payment / NPP and Osko Payment**

means a payment made by or on behalf of a Payer to a Payee using New Payment Platform infrastructure. Osko Payments are unique in that the industry is committed to processing 95% of these payments into the recipients account within 15 seconds, and 99% of transactions into accounts within one minute.

**Payee** means a member who uses NPP and Osko to receive NPP and Osko Payments.

**Payer** means a member who uses Osko to make NPP and Osko Payments or Adjustments.

**PayID** is a unique account identifier used for NPP Payments.

**PayID Name** means the name that identifies a user of the PayID Service. People sending money using NPP Payments will see the recipients PayID Name before confirming the transaction.

**PayID Service** means the addressing service for sending and receiving NPP Payments.

**PayID Type** means a type of unique identifier used for NPP Payments. PayID Types include phone numbers, email addresses, and PayIDs representative of an organisation by ABN, name, product, campaign or region.

**Payment Direction** means a direction from a Payer to effect an NPP Payment or Adjustment.

**Personal Information** means personal information, as that term is defined in the Privacy Law that is provided to, or obtained or accessed by, us in the course of providing Osko to you.

**Privacy Law** means the Privacy Act 1988 (Cth) and any legislation which applies to you from time to time in force in Australia.

**Service Provider** means a person engaged by BPAY to provide goods or services to BPAY in connection with Osko.

**Transaction** means an NPP Payment, Adjustment and/or a Payment Request.

## About the Customer Owned Banking Code of Practice

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

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

Our 10 Key Promises to you are

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

You can download a copy of the Customer Owned Banking Code of Practice from the Customer Owned Banking Association website at: [www.customerownedbanking.asn.au](http://www.customerownedbanking.asn.au).

If you have a complaint about our compliance with the Customer Owned 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](mailto:info@codecompliance.org.au)

The Code Compliance Committee Mutuals (CCC) is an independent committee, established in accordance with the Code, to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through 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 Australian Financial Complaints Authority, directly, however, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

## You can contact the Australian Financial Complaints Authority:

GPO Box 3, Melbourne, VIC 3001

Tel: 1800 931 678  
E: [info@afca.org.au](mailto:info@afca.org.au)  
W: [www.afca.org.au](http://www.afca.org.au)

How to contact us:

Call CUA on **133 282**

Visit **[cua.com.au](http://cua.com.au)**

Drop into your local branch



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