

# Terms & Conditions

1 July 2020

*Previously our General Information, Terms & Conditions  
Accounts and Access Facilities*

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

**CUA**

BANKING | INSURANCE

## Important Contact Information

### **How to contact us**

Call CUA on **133 282**

Via our **iM CUA app**

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

Through **Online Banking**

Drop into your local branch

### **Lost and Stolen Card Hotlines - Visa Debit Card and rediCARD**

Call us on **133282**

or **+61 7 3552 4713** (international)

After hours call: **1800 648 027**

or **+61 2 8299 9534** (international)

### **Financial Hardship**

If you ever experience financial difficulty and need financial assistance you should inform us promptly by calling **07 3552 4700** or **1800 110 440**.

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## 1. Introduction

- (a) These Terms and Conditions apply to the range of products that we offer.
- (b) Some products may have additional disclosure documents that you also need to read. These will be made available to you when you apply for those products.
- (c) By opening an account or using an Access Facility, you become bound by these Terms and Conditions. At any time, the most current version of these Terms and Conditions can be found on our website at [www.cua.com.au](http://www.cua.com.au).
- (d) By becoming a member of CUA, you become bound by CUA's Constitution, which is available on our website at [www.cua.com.au/about-us](http://www.cua.com.au/about-us).

## 2. The Customer Owned Banking Code of Practice

### 2.1 About the Customer Owned Banking Code of Practice

- (a) As a customer-owned banking institution we are committed to complying with the Customer Owned Banking Code of Practice (COBCOP).
- (b) Under this Code, our ten Key Promises to you are:
  - (i) we will be fair and ethical in our dealings with you;
  - (ii) we will focus on our customers;
  - (iii) we will give you clear information about our products and services;
  - (iv) we will be responsible lenders;
  - (v) we will deliver high customer service and standards;
  - (vi) we will deal fairly with any complaints;
  - (vii) we will recognise our customers' rights as owners;
  - (viii) we will comply with our legal and industry obligations;
  - (ix) we will recognise our impact on the wider community; and
  - (x) we will support and promote the COBCOP.
- (c) You can download a copy of the COBCOP from the Customer Owned Banking Association website at: [www.customerownedbanking.asn.au](http://www.customerownedbanking.asn.au).

## 3. Accounts with CUA

### 3.1 Everyday banking, savings and term deposit accounts

- (a) Our range of everyday banking, savings and term deposit accounts are in the table outlined below (including some that are no longer available). Please take the time to read the Related Notes underneath the table as well.
- (b) We 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 Account Holder will be notified in accordance with these Terms and Conditions.
- (c) All available product options and eligibility requirements for our products are set out on our website at [www.cua.com.au](http://www.cua.com.au).

## 3.2 Summary of Accounts and Available Access Facilities

### Everyday Banking Accounts

ACCOUNT	EVERYDAY SNAP <sup>1</sup>	EVERYDAY <sup>2</sup>	EVERYDAY YOUTH <sup>3</sup>	EVERYDAY 50+ <sup>4</sup>	EVERYDAY BUSINESS <sup>5</sup>	PRIME ACCESS	PLATINUM PLUS	CASH MANAGEMENT	SPECIAL PURPOSE	FREEDOM PLUS <sup>6</sup>	EVERYDAY 55+
<b>CURRENTLY AVAILABLE FOR SALE</b>	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗
MINIMUM OPENING DEPOSIT	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
WHEN INTEREST CREDITED	N/A	N/A	N/A	Month end	30 Jun & 31 Dec	30 Jun & 31 Dec	30 Jun & 31 Dec	Month end	Month end	30 Jun & 31 Dec	Month end
CHEQUE BOOK <sup>7</sup>	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
DEPOSIT BOOK	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VISA DEBIT CARD ACCESS <sup>7B</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
REDICARD ACCESS <sup>7B</sup>	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
DIGITAL BANKING & TELEBANKER <sup>7</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>9</sup>	No	Yes	No	No	Yes	Yes	Yes	No	Yes	No	Yes
WITHDRAW FUNDS AT CALL	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
DIGITAL BANKING WITHDRAWALS <sup>7</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TELEPHONE WITHDRAWALS <sup>7</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	No	Yes	Yes
iM CUA <sup>7</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

#### Related Notes

**1. 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.

**2. Everyday Account** - An everyday bank account for individual members aged 18 years and over as well as not for profit Organisations, community groups, superannuation funds and trusts.

The Everyday Account and Everyday Snap accounts offer more ways to help you manage your money, including a "Savings Top Up" option which allows you to save as you spend. Our Everyday Account is just one product in our range of Everyday Banking accounts. Our Everyday Banking accounts consist of all products listed in *section 3.2 Summary of Accounts and Available Access Facilities – Everyday Banking Accounts*.

**3. Everyday Youth Account** - An everyday bank account for 10 to 17 year olds. 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 (or an alternative product with similar features to be determined by CUA if the Everyday Snap account is no longer available for sale at the time of conversion).

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

**5. Everyday Business Account** - An everyday bank account for business members.

**6. Freedom Plus Account** - This account is for members under the age of 25 years. Accounts will be converted to the Everyday Snap account by us when the primary Account Holder reaches the age of 25 (or an alternative product with similar features to be determined by CUA if the Everyday Snap account is no longer available for sale at the time of conversion).

**7. Age Limits** - The following age limitations apply for:

(a) Cheque book - 18 years or over;

(b) Digital Banking, Telebanker & SMS banking - issued to Account Holders aged ten or over; and

(c) Visa Debit Card, rediCARD and iM CUA - minimum age determined at our discretion.

**8. Cards** - Facility includes access to the mobile payment app and/or Digital Wallet that accesses Apple Pay, Samsung Pay or Google Pay™.

**9. Mortgage Offset** - Our Mortgage Offset Facility may only be established on qualifying loans. Please see *section 12.6 Mortgage Offset* for more details.

### 3.3 Summary of Accounts and Available Access Facilities

## Savings and Term Deposit Accounts

ACCOUNT	ESAVER REWARD <sup>1</sup>	ESAVER FLEXI <sup>2</sup>	YOUTH ESAVER <sup>3</sup>	TERM DEPOSIT <sup>4</sup>	ESAVER EXTRA <sup>5</sup>	ESAVER BOOST <sup>6</sup>	ESAVER PLUS <sup>7</sup>	ESAVER	BONUS SAVER <sup>8</sup>	CHRISTMAS CLUB <sup>9</sup>
CURRENTLY AVAILABLE FOR SALE	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗
MINIMUM OPENING DEPOSIT	\$1	\$1	\$1	\$5,000	\$1	\$1	\$1	\$1	\$1	\$1
BONUS INTEREST EACH MONTH <sup>10</sup>	Yes	No	No	No	Yes	Yes	Yes	No	Yes	No
WHEN INTEREST CREDITED	Month end	Month end	Month end	Refer to section 4.1 (d)	Month end	Month end	Month end	Month end	Month end	31 October each year
CHEQUE & DEPOSIT BOOK	No	No	No	No	No	No	No	No	No	No
DEBIT CARD ACCESS	No	No	No	No	No	No	No	No	No	No
DIGITAL BANKING & TELEBANKER <sup>11</sup>	Yes	Yes	Yes	Enquiry Only	Yes	Yes	Yes	Yes	Yes	Yes
DIRECT DEBIT / CREDIT	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
OSKO & NPP PAYMENTS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
BPAY	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
PERIODICAL PAYMENTS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
MORTGAGE OFFSET FACILITY	No	No	No	No	No	No	No	No	No	No
WITHDRAW FUNDS AT CALL	Yes	Yes	Yes	See note 4	Yes	Yes	Yes	Yes	Yes	Yes
DIGITAL BANKING WITHDRAWALS <sup>11</sup>	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
TELEPHONE WITHDRAWALS <sup>11</sup>	Yes	Yes	Yes	See note 4	Yes	Yes	Yes	Yes	Yes	Yes
BRANCH WITHDRAWALS	No	No	No	See note 4	No	No	No	No	Yes	Yes
FINANCIAL INSTITUTION CHEQUES	No	No	No	See note 4	No	No	No	No	Yes	Yes
IM CUA <sup>11</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BANK@POST	No	No	No	No	No	No	No	No	No	No

#### Related Notes

**1. eSaver Reward** - An online savings account for flexible savers that rewards you with bonus interest on balances up to \$100,000 (in your eSaver Reward account) where, during the month, any one of your following *other* accounts receives total direct credits of \$1,000 or more from an external (non CUA) bank account during that month (e.g. your salary): Everyday, Everyday Snap, Everyday Youth, Everyday 55+, Everyday 50+, Everyday Business, Prime Access, Freedom Plus and Platinum Plus accounts. Your bonus interest is credited to your eSaver Reward account. A maximum of one eSaver Reward account can be opened per member. Interest is calculated daily and paid monthly, however bonus interest will only be paid if you satisfy the criteria set out above and any additional Bonus Interest criteria set out below.

**2. eSaver Flexi** - 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 via Digital Banking.

**3. Youth eSaver** - Youth eSaver is an online savings account for those aged under 18 years and earns a higher rate of interest than Everyday Banking accounts. Access to this account is via Digital Banking, IM CUA and Telebanker (other than deposits, which can also be made at a branch).

A maximum of one Youth eSaver account can be opened per eligible child and the child must be the sole Account Holder (joint accounts are not available for this product). If the child is under ten 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 ten 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 ten years can appoint or remove signatories to the account. Only a parent or legal guardian of the child can 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 (or an alternative product with similar features to be determined by CUA if the eSaver Plus account is no longer available for sale at the time of conversion).

**4. Term Deposit** - This account is designed for those who wish to invest funds for a specified period. Please refer to section 4, *Additional terms and conditions for Term Deposit accounts* for further details and withdrawal conditions.

**5. eSaver Extra** - Bonus interest is applied on top of the base rate if the eSaver Extra account receives deposits totalling at least \$250 each month and no withdrawals are made in the same calendar month. Bonus interest is payable only on balances up to \$750,000.

**6. eSaver Boost** - Bonus interest is applied on top of the base rate if the eSaver Boost account receives deposits totalling at least \$250 each month and no withdrawals are made in the same calendar month. Bonus interest is payable only on balances up to \$500,000.

**7. eSaver Plus** - Bonus interest is applied on top of the base rate if the eSaver Plus account receives deposits totalling at least \$200 each month and no withdrawals are made in the same calendar month. Bonus interest is payable only on balances up to \$1,000,000.

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

**9. Christmas Club** - Account balances are automatically transferred to your nominated account on 1 November. Access to account not encouraged prior to 1 November; however funds can be accessed if required at any time without penalty.

**10. Bonus Interest** - Payable each month subject to you satisfying the bonus interest conditions in these Terms and Conditions and Interest Rate Schedule. Bonus interest will only be paid if your account remains open on the last day of the month. 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 current rates and account conditions refer to Interest Rate Schedule at [www.cua.com.au](http://www.cua.com.au).

**11. Age Limits** - Digital Banking, Telebanker & SMS banking access is available to Account Holders aged ten or over. Minimum age limit for IM CUA determined at our discretion.

## 4. Additional terms and conditions for Term Deposit accounts

### 4.1 Establishing and reinvesting Term Deposits

- (a) The minimum amount that can be invested in a Term Deposit account is \$5,000. Terms range from one month to five years.
- (b) Interest on a Term Deposit account is fixed for the term of the deposit (to be elected at the time of lodgement).
- (c) When you lodge your Term Deposit, you can elect for interest to be paid as follows:
  - (i) For Term Deposits over one year, interest can be paid monthly or annually;
  - (ii) For Term Deposits of one year, interest can be paid monthly, annually or at maturity; and
  - (iii) For Term Deposits less than one year, interest can be paid monthly or at maturity.
- (d) Interest will be credited to your account on the night before the interest payment date. For example:
  - (i) If you have elected for interest to be paid at maturity and the maturity date quoted in your Term Deposit acceptance letter is 1 July, your final interest payment will be credited to your account on the evening of 30 June and will be dated 30 June.
  - (ii) If you have elected for interest to be paid monthly or annually and you have an interest payment due on 1 January – your interest payment will be credited to your account on the evening of 31 December and will be dated 31 December.
- (e) Notwithstanding section 4.d), if your interest payments are being transferred to a nominated bank account, your interest payment will be transferred on the interest payment date. For example, if you have elected for interest to be paid at maturity and the maturity date quoted in your Term Deposit acceptance letter is 1 July, your final interest payment will be credited to your account on the evening of 30 June. Your interest will then be paid to your nominated account on 1 July.
- (f) If interest is requested to be paid monthly, the rate will be reduced as set out in our Interest Rate Schedule.
- (g) 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. Annual interest may be paid on the same day each calendar year or on a 364 day cycle depending on whether the term you select is specified as a whole number of years or in days.
- (h) We will notify you, in writing, of any new Terms and Conditions for reinvestment before your Term Deposit is due to mature.

- (i) If the funds in the Term Deposit 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, via iM CUA, or by secure message in Online Banking. Otherwise, signed instructions must be provided.
- (j) At maturity, you will be able to increase the amount of your deposit as long as the additional funds are received prior to maturity of your current deposit.
- (k) If you don't tell us before maturity that you don't want to re-invest your deposit, we will automatically re-invest your deposit for the same period under the new Terms and Conditions, and the interest rates, which apply at that time. In this case, you have up to 14 days after the maturity date (the "Grace Period") to tell us if you don't want this to happen:
  - (i) If you tell us during the Grace Period that you don't want to re-invest the Term Deposit or make some other type of change, we will not charge an interest adjustment or apply a notice of withdrawal period – refer to *4.2 Term Deposits entered into prior to 1 October 2018* and *4.3 Term Deposits entered into after 1 October 2018* for more information.
  - (ii) If you tell us within the Grace Period that you want to withdraw a partial amount from your Term Deposit or change the term, we may close your existing Term Deposit account 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 preceding Term Deposit.
- (l) If you decide not to re-invest your Term Deposit, the funds must be paid to an account in identical names to the Term Deposit or as directed in the signed instructions you provided to us.

### 4.2 Term Deposits entered into prior to 1 October 2018

- (a) When a Term Deposit is invested for up to two years, the deposit must remain in place for the full term. At our complete discretion, we may consider written requests for an earlier release, however in such a case, there will be a cost payable by you. The cost takes the form of an interest adjustment (set out in the table below) and is payable by you as a percentage of the interest earned over that term that was actually completed.
- (b) When a Term Deposit is invested for a period more than two years, you may request access to the funds at any time. However, if you request access within the first two years, the same cost would apply (set out in the same table below). After the first two years, no interest adjustment will be payable.

- (c) Interest adjustments for early release of Term Deposits entered into prior to 1 October 2018 is calculated as follows:

Proportion of term completed at time of prematurity	Interest adjustment payable as a % of the interest earned over the proportion of the term completed
0% < 25%	60%
25% < 50%	40%
50% < 75%	30%
75% < 100%	20%

#### 4.3 Term Deposits entered into after 1 October 2018

- (a) When a Term Deposit is invested for up to two years, the deposit must remain in place for the full term. At our complete discretion, we may consider written requests for an earlier release, however in such a case, there will be a cost payable by you. The cost takes the form of an interest adjustment (set out in the table below) and is payable by you as a percentage of the interest earned over that term that was actually completed.
- (b) When a Term Deposit is invested for a period more than two years, you may request access to the funds at any time. However in such a case, there will be a cost payable by you. The cost takes the form of an interest adjustment (set out in the table below) and is payable by you as a percentage of the interest earned over that term that was actually completed.
- (c) 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 prematurity	Interest adjustment payable as a % of the interest earned on the proportion of the term completed
0% < 20%	90%
20% < 40%	80%
40% < 60%	60%
60% < 80%	40%
80% < 100%	20%

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

- (a) For a post-October 2018 one-year Term Deposit with an investment amount of \$10,000, at a rate of 5% per annum, if the entire balance was withdrawn after 9 months, the following calculation will be applied (*Note – calculation will differ for partial withdrawals*):
- Divide the term interest rate (5%) by the number of days in the term (12 months = 365 days).  

$$0.05 / 365 = 0.000136986 \text{ (interest per day)}$$
  - Multiply the interest per day by the investment amount to calculate the interest earned each day.  

$$10,000.00 \times 0.000136986 = \$1.370$$
  - Calculate the total interest earned from the term commencement date, up until the date the funds are withdrawn (9 months = 274 days).  

$$\$1.370 \times 274 = \$375.34$$
  - 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 earned is 40%.
  - 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.

You will receive interest of \$225.20 being the interest accrued (\$375.34) minus the interest adjustment (\$150.14).
- (b) For Term Deposits where interest has been paid out to you and there is insufficient accrued interest remaining to cover the interest adjustment, the interest adjustment will be deducted from the principal of the Term Deposit.

#### 4.5 For all Term Deposits

- (a) If the deposit is held in more than one name, any Account Holder may give instructions to us on behalf of the others. However, any Account Holder to the joint Term Deposit account can request, in writing at the beginning of the Term, that we operate the Term Deposit account only on the instruction of all Account Holders.
- (b) We require the instructions of all Account Holders to open or close a joint Term Deposit account.

- (c) We may charge the balance of your Term Deposit or any other CUA deposit account for any debt owed by you to us.
- (d) When we reinvest your Term 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.
- (e) We 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.
- (f) We 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.
- (g) On maturity, an account receiving a 'special Term Deposit rate' will automatically re-invest for the same period and at our standard prevailing Term Deposit rates, should no maturity instructions be received by us prior to maturity or during the Grace Period.
- (h) We may in our absolute discretion from time to time offer a Term Deposit Account Holder the ability to add funds to existing Term Deposits.
- (i) To service your Term Deposit, we need you to open an accompanying Everyday Banking account in the same name(s) as your Term Deposit account. It will be used to add or withdraw funds from the Term Deposit account. If you don't have an accompanying Everyday Banking account to facilitate this, we may open an Everyday Banking account in the same name(s) as your Term Deposit account.

## 5. Fees, charges and interest

### 5.1 Fees and charges

- (a) Our current fees and charges (as well as government fees and charges) are set out in the Schedule of Fees, which you can find on our website [www.cua.com.au](http://www.cua.com.au). We can vary our fees or charges from time to time. We will notify you in accordance with *section 14.1 Notifying changes, providing notices and statements*. The Schedule of Fees forms part of these Terms and Conditions.
- (b) From time to time, we may waive any of our fees or charges. However, this doesn't mean that we will waive it in the future.
- (c) We will also deduct relevant government taxes and charges from your account. We won't be able to waive these. Please note that the government can change these without notice.

### 5.2 Earning interest

- (a) The interest rate that applies to your account is set out in our Interest Rate Schedule, which you can find on our website [www.cua.com.au](http://www.cua.com.au).
- (b) 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 the tables in *section 3.2 Summary of Accounts and Available Access Facilities – Everyday Banking Accounts* and *section 3.3 Summary of Accounts and Available Access Facilities – Savings and Term Deposit Accounts*.
- (c) 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.
- (d) We may vary interest rates from time to time. However, interest rates on Term Deposit accounts 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 [www.cua.com.au](http://www.cua.com.au).

## 6. Opening your account

### 6.1 Opening your account at CUA

- (a) If you are new to CUA, you can apply for an account by:
  - (i) visiting [www.cua.com.au](http://www.cua.com.au),
  - (ii) calling us on 133 282 or
  - (iii) by dropping into a branch.
- (b) Existing members can open new accounts through Digital Banking and via our iM CUA App.
- (c) You must be an Australian citizen or permanent resident to hold an account with CUA.

### 6.2 Membership with CUA

- (a) Account Holders need to be a member of CUA and will generally need to own a share in CUA. Visit [www.cua.com.au/about-us](http://www.cua.com.au/about-us) for what it means to be a member of CUA and to read a copy of CUA's constitution which binds you as a member.
- (b) As CUA is a mutually owned organisation, members are expected to maintain an active product with CUA and observe all Terms and Conditions.

### 6.3 Identity check requirements

- (a) Under Australian law, we need to verify to our satisfaction your identity when you open your membership and accounts. You will be unable to operate any account until we have verified your identity. We are also required to identify you when you are transacting with us via a branch and over the phone.

- (b) We also need to verify to our satisfaction the identity of any person you appoint as a signatory or attorney to your account.
- (c) In most cases, you can prove your identity through one of the following photo identity documents:
  - (i) a State or Territory driver's licence;
  - (ii) a photo identification document issued by a State or Territory;
  - (iii) a current Australian passport or one that has expired within the last two years; or
  - (iv) a passport issued by a foreign government, the United Nations or a United Nations agency.

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

- (d) Other special identification provisions apply for isolated area Aboriginal and Torres Strait Islanders and children under the age of 18 years. We will tell you at the time you apply for your account what information you need to provide.
- (e) You must provide an address other than a post office box address.
- (f) You cannot open an account using a name other than the name we have verified.
- (g) The same rules apply to becoming a signatory to an existing account.
- (h) If you change your name, you need to tell us by completing the *Change of name - individuals form*, which can be found at [www.cua.com.au](http://www.cua.com.au).
- (i) 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. We are required to identify each individual beneficial owner and controller of a non-individual entity. You will not be able to use an account until all required individuals and entities have been identified.
- (j) When you visit or contact us, we will also need you to provide information to show that we are dealing with the right person. We may also require you to lodge a signed request in writing prior to accepting any instruction on your behalf.

## 6.4 Privacy

- (a) In order to service you, we will collect personal information about you. We will handle it in accordance with our Privacy Policy which is available on the CUA website.
- (b) If you want to ask anything about our Privacy Policy, please contact us at:

### Privacy Officer

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

## 6.5 Tax file numbers (TFNs) and tax residency status

- (a) You don't have to give your TFN (or TFN exemption) to us. However, if we don't have your TFN, we are obliged to withhold tax from your interest at the highest marginal tax rate. For joint accounts, we will need at least two TFNs (or TFN exemptions).
- (b) By supplying us with your TFN, you authorise the use of the TFN (or TFN exemption) for all your accounts.
- (c) When applying for a membership with CUA, you need to tell us your tax residency status. You also need to notify us of any changes to your tax residency status.

## 7. Putting money in

### 7.1 Introduction

- (a) You (or other people) can deposit money into your Everyday Banking, Savings and Term Deposit accounts, through the following services, where those services are available on your account (refer to *section 3.2 Summary of Accounts and Available Access Facilities - Everyday Banking Accounts* and *section 3.3 Summary of Accounts and Available Access Facilities - Savings and Term Deposit Accounts* for more information):

Digital Banking	Transfer from an account with CUA or another financial institution
Fast Payments - Osko and NPP Payments	Direct credit
Your CUA branch	Telebanker
Periodical Payments	Bank@Post
Cheque deposits	

- (b) When making cash deposits into your account, we may require further information from you before we can process your request, including the purpose of the transaction. Without this information, we may be unable to process your request.
- (c) When making electronic deposits into your CUA account, you should try to do it before 4 pm AEST on the Business Day before the day you need the money in your CUA account, to maximise the chances of it being there on time. We don't receive electronic deposits on weekends or on national public holidays (refer to *8.4 Fast Payments - NPP, Osko and PayID* for information on Fast Payments).
- (d) Cheque deposits are subject to clearance periods, as described in *section 7.4 Cheque deposits*.

## 7.2 Making deposits to the account

- (a) We try to process payments into your account promptly. Where possible, this will occur on the date of receipt.
- (b) When we credit payments into your CUA account, we use the account number specified by the sending bank. We don't use the account names. So please make sure that anyone putting money into your CUA account uses the correct account number.

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

- (a) To receive direct payments to your account from sources within Australia you must either use:
  - (i) CUA's BSB number (814 282), and your eight digit account number; or
  - (ii) if you have registered a PayID (for Fast Payments – OSKO and NPP), you can use that PayID (this is much more convenient).
- (b) Payments from overseas are unable to be received as a direct credit. You'll need to use a Telegraphic Transfer. Please refer to *section 7.6 Telegraphic transfers into your account* for more information.
- (c) If you receive money mistakenly into your account, you will need to return it. Accordingly:
  - (i) Where there are sufficient funds in any of your CUA accounts to cover the amount, we will debit those funds and send them back, subject to the procedure in *section 11.1 Mistaken online payments*; or
  - (ii) where there are insufficient funds in your CUA accounts to cover the amount, you need to repay that amount and any associated fees incurred in retrieving these funds.
- (d) Payments received by us with invalid account details will be reviewed and either credited to the correct account, where the account can be identified, or returned to the sender. A fee may apply for manual processing of this transaction.

## 7.4 Cheque deposits

- (a) You can only access the funds of a cheque when it is cleared.

### 7.4.1 How a cheque is cleared

- (a) Under normal circumstances, funds from cheques deposited to your account will be available for withdrawal by 10 am AEST on the fifth Business Day after the deposit was made.
- (b) Cheques drawn on an overseas institution have longer clearance periods and the funds won't be credited to your account until cleared. These clearance times are subject to change without notice.
- (c) We have a discretion to allow you to withdraw the funds of a cheque deposited to your account before it is

cleared, but if the cheque is then dishonoured, you will need to pay us back. If this happens, we will automatically debit the amount from your account. If this puts your account into debit or exceed any credit limit you have, you need to bring the account back into credit or under the credit limit.

### 7.4.2 What about cheques deposited via another bank?

- (a) You can make deposits to your account through any branch of another bank using a specially encoded CUA deposit book. Cheque deposits made at another bank's branches have a five Business Day clearance period, however interest will accrue from the date the deposit is received by us.
- (b) Where a split of cash and cheques is deposited via another bank, the entire deposit will be subject to clearance because we won't know the cash/cheque break-up.
- (c) The other bank may charge a fee for accepting the deposit.

### 7.4.3 What about cheques deposited via Bank@Post?

- (a) You can make withdrawals from, and deposits to, any of your CUA accounts which are linked to your CUA Visa Debit Card or rediCARD at any post office displaying the Bank@Post logo.
- (b) Cheque deposits made via Bank@Post are normally cleared into your CUA account after five Business Days. However, if Australia Post later tells us that your cheque has been dishonoured, we will debit that amount from your CUA account. Interest on all deposits made at Australia Post will accrue from the date the deposit is received by us. Fees may apply to cheques deposited through Bank@Post.

### 7.4.4 Special clearance on a cheque

- (a) If you need to access the funds from a cheque during the normal clearance period, you should tell us at the time you deposit the cheque at the branch. There is a fee for this special clearance on a cheque.
- (b) However, we can't guarantee that this service will provide faster clearance than the usual process.

## 7.5 Outward Direct Debits – credits to your CUA account

- (a) For some CUA accounts, you can arrange an outward direct debit authority to automatically debit your account at another bank. Please read *section 3.2 Summary of Accounts and Available Access Facilities – Everyday Banking Accounts* and *section 3.3 Summary of Accounts and Available Access Facilities – Savings and Term Deposit Accounts* for more information.

- (b) If you want to cancel an outward direct debit authority you must tell us in writing. The cancellation won't take effect until we receive the written notice.
- (c) Under this arrangement, if you want to suspend a direct debit payment, change the amount or amend the drawing date of a payment, you must tell us in writing and give us at least one day's notice. The changes won't take effect until we receive the written notice.
- (d) We try to process the debit on the date specified on your authority, or on the following Business Day if your nominated date falls on a non Business Day. However, the other bank may process the debit request on a different date than the one we specified.
- (e) If three successive direct debit attempts are dishonoured by the other bank, the authority will be cancelled automatically, and we'll tell you in writing. An outward direct debit authority will also be cancelled automatically if the account to be debited doesn't exist.
- (f) Funds credited to your CUA account received via a direct debit will have a clearance period of three to five Business Days.
- (g) Amendments cannot be made to an outward direct debit authority. If you need to change the outward direct debit authority, you will need to cancel it and create a new authority.

## 7.6 Telegraphic transfers into your account

- (a) When you receive a Telegraphic Transfer from overseas, it passes through several banks, and each bank involved in the process may charge a processing fee that we pass on to you (along with any fees that we are charged).
- (b) We credit Telegraphic Transfer funds to your CUA account on the day that we receive the payment. Funds transfers from overseas generally take 48 to 72 hours, assuming all information supplied is complete and correct.
- (c) Funds are converted to Australian dollars by our international payments provider before we receive it.
- (d) Telegraphic transfer funds can be credited to any CUA account other than a Term Deposit account.

# 8. Taking Money Out

## 8.1 Introduction

You can access your money, by using the following services (where those services are available on your account). Please read *section 3.2 Summary of Accounts and Available Access Facilities - Everyday Banking Accounts* and *section 3.3 Summary of Accounts and Available Access Facilities - Savings and Term Deposit Accounts* to check if a particular service is available for your account.

rediCARD	BPAY
Visa Debit Card	Digital Banking
Osko and NPP Payments	Telebanker
Mobile payment app and/or Digital Wallet that accesses Apple Pay, Samsung Pay or Google Pay	EFTPOS and ATM access
Cheque book facilities	Periodical Payments

## 8.2 Transaction limits

- (a) The daily withdrawal limit for cash and EFTPOS transactions is \$2,010 (inclusive of any applicable transaction fees). 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.
- (b) 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 between CUA accounts on which you are an owner or signatory. Generally, 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.
- (c) You can however request reductions to the daily limit or temporary limit increases (between \$5,000 and \$250,000) by calling CUA Direct on 133 282, visiting your local branch, through iM CUA or through Digital Banking. You can also request a permanent limit increase through Online Banking up to certain limits, please refer to Online Banking for more information. For 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 will offer telegraphic transfers or bank cheques.
- (d) If we agree to a temporary limit increase, we will tell you the maximum number of days that your temporary limit will remain in place. We 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.
- (e) We may, at our discretion, reduce the Daily Transaction Limit or any other transaction limit applying to your accounts or payment type, or set it at \$0, where it is reasonably necessary to protect the legitimate interests of CUA and its members as a whole.
- (f) Except for future dated payments (which are not yet actioned), you cannot stop a payment that is in progress.
- (g) We will treat your payment instruction as valid if, when you give the instruction to us, you use the correct access method.

- (h) You must not load any Scheduled Payment transactions that exceed your Daily Transaction Limit for any given day.
- (i) You should tell us immediately if you think that you have made a mistake when making a transaction, or if you did not authorise a transaction.
- (j) A per transaction limit of \$10,000 applies to all Visa processed transactions.
- (k) Limits for Contactless Transactions apply as set by the relevant Card Schemes (e.g. Visa). We may at our discretion apply a lower or higher Daily Transaction Limit to Contactless Transactions performed via:
  - (i) certain types of CUA Cards;
  - (ii) certain Card/Devices; or
  - (iii) certain third party payment services / Digital Wallets.

### 8.3 rediCARD and Visa Debit Card

#### 8.3.1 rediCARD

- (a) 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.
- (b) We may also provide you with a digital copy of your Card that can be added to Apple Pay, Samsung Pay or Google Pay and used for a more selective range of transactions at participating merchants. We will be introducing the ability to allow you to use the digital copy of your Card to make certain transactions prior to receiving your physical plastic Card – we will let you know when you request a new card when this feature is available.
- (c) A fee may apply to cash withdrawals using rediCARD at rediATMs.

#### 8.3.2 Visa Debit Card

- (a) Your 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.
- (b) We may also provide you with a digital copy of your Visa Debit Card that can be added to Apple Pay, Samsung Pay or Google Pay and used for a more selective range of transactions at participating merchants. We will be introducing the ability to allow you to use the digital copy of your Card to make certain transactions prior to receiving your physical plastic Card – we will let you know when you request a new card when this feature is available.

- (c) We may, where we think it's reasonably prudent, put temporary or permanent blocks on a merchant, group of merchants or a geographical region that will prevent you from using your Visa Debit Card with those merchants or in that region. We may do this without notice to you. Usually we will only do this where we believe there is a high risk of fraud or criminal activity associated with those merchant(s) or region, a member or CUA is exposed to an unacceptable risk, or where we are obliged by law to take such action.

### 8.3.3 Contactless Transactions

- (a) 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.
- (b) All Cards are issued at our discretion and we may determine the level of functionality made available in our Cards. We may choose not to provide you with a Card, or certain type of Card.

### 8.3.4 Important information about chargebacks for Visa Debit Card

- (a) If you believe a transaction on Visa Debit Card was:
  - (i) unauthorised; or
  - (ii) for goods or services and the merchant did not deliver them and a refund or credit was not offered or provided by the merchant;
  - (iii) for goods and services which did not match the description provided by the merchant and a refund or credit was not offered or provided by the merchant,

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You should tell us as soon as possible, but no later than 120 days after the date of 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 for the payment as provided in *11.2 When you are not liable for loss*. 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 will deduct the refunded amount from your account.

### 8.3.5 Using the Visa Debit Card or rediCARD

- (a) 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.

- (b) We will advise you from time to time:
  - (i) what transactions may be performed using the Visa Debit Card or rediCARD;
  - (ii) what ATMs of other financial institutions may be used; and
  - (iii) what the daily cash withdrawal limits are.
- (c) 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.
- (d) 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. We may replace your rediCARD with a Visa Debit Card as determined by us.
- (e) The Visa Debit Card or rediCARD always remains our property.
- (f) We are responsible for the security of Cardholder data (as defined in the Payment Card Industry Data Security Standard) that we possess, or otherwise store, process or transmit on behalf of you or an Additional Cardholder.

### 8.3.6 Using your Visa Debit Card or rediCARD internationally

- (a) 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.
- (b) All transactions made in a foreign currency on the Visa Debit Card will be converted into Australian currency by Visa or its associated entities, 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' (being the date on which Visa processes the transaction).
- (c) All transactions made using your Visa Debit Card or rediCARD in a foreign currency, or in Australian currency where the merchant location is overseas, will be subject to an international transaction fee.
- (d) 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.
- (e) Some overseas merchants and electronic terminals allow the Cardholder the option to convert the value of the transaction into Australian currency 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.

### 8.3.7 Additional Visa Debit Card or rediCARD

- (a) 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).
- (b) You will be liable for all transactions carried out by this Cardholder.
- (c) We will give each Additional Cardholder a separate PIN.
- (d) You must ensure that any Additional Cardholders protect their Card and PIN in the same way as we require you to protect your Card and PIN, refer to *10.3 Pass Code security requirements* for more information.
- (e) 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. You can also contact us to request that we place a hold or freeze on any Cards issued to your account to prevent transactions from occurring.
- (f) You will not be liable for the continued use of the additional Card from the date that you have:
  - (i) notified us that you want it cancelled; and
  - (ii) taken all reasonable steps to have the additional Card returned to us.
- (g) 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.

### 8.3.8 Use after cancellation or expiry of the Visa Debit Card or rediCARD

- (a) You must not use your Visa Debit Card or rediCARD:
  - (i) before the valid date or after the expiration date shown on the face of the Card; or
  - (ii) after the Card has been cancelled.
- (b) You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

### 8.3.9 Exclusions of Visa Debit Card or rediCARD warranties and representations

- (a) We do not warrant that merchants or ATMs displaying Visa or rediCARD signs or promotional material will accept your Card.
- (b) 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.
- (c) We are not responsible for any defects in the goods and services you acquire using 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.

### 8.3.10 How to report loss, theft or unauthorised use of your Visa Debit Card, rediCARD or PIN

- (a) If you believe your Visa Debit Card or rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during Business Hours or the Visa Debit Card or rediCARD hotline at any time. Please refer to *How to contact us* for our contact details. We will also be introducing the ability to report your card as lost or stolen via Digital Banking – you will see this feature in Digital Banking once it is available.
- (b) 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.
- (c) 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 which occur after you have attempted to notify us if our 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.
- (d) If the loss, theft or misuse, occurs outside Australia you must notify a financial institution displaying the Visa sign and then confirm the loss, theft or misuse of the Card:
  - (i) with us by telephone or priority paid mail as soon as possible; or
  - (ii) by telephoning the Visa Debit Card Hotline for the country you are located in.
- (e) A fee may apply for the replacement of a lost, stolen or damaged Visa Debit Card or rediCARD.

### 8.3.11 Regular Payment Arrangements on Visa Debit Cards

- (a) You should maintain a record of any Regular Payment Arrangement that you have entered into with a merchant. A Regular Payment Arrangement is an agreement with a merchant that authorises the merchant to process a regular payment using your Visa Debit Card number. The transaction will be processed as a Visa transaction and be governed by the Visa Scheme rules, rather than as a direct entry payment.
- (b) 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.
- (c) 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.

- (d) 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.

## 8.4 Fast Payments – NPP, Osko and PayID

### 8.4.1 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 this section. Availability of this service will be as notified in accordance with paragraphs (d) and (e) below.
- (d) We 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 NPP Payments and Osko payments; or
  - (iii) when your NPP Payments and Osko payments are likely to be completed,

and give you the opportunity to cancel an NPP Payment and Osko payment if it is delayed.

### 8.4.2 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) To the extent that this section is inconsistent with any other section of the Terms and Conditions, this section will apply to the extent of that inconsistency.

### 8.4.3 Transaction limits

- (a) Daily Transaction Limits applying to NPP and Osko Payments are set out in *8.2 Transaction limits*. Reductions to daily limits and temporary limit increases may be requested by calling us on 133 282 or by visiting your local branch. We retain absolute discretion in agreeing to these requests.

#### 8.4.4 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 this service
- (c) When initiating an NPP or Osko Payment, you might direct the transaction to an incorrect account if you get a PayID wrong. To try and 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 an NPP or Osko Payment. 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. Our Privacy 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)

#### 8.4.5 How NPP and Osko payments work

- (a) You can access NPP and Osko Payments through Digital Banking. 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 that is also offering this service. You can make an NPP or Osko Payment by either entering a PayID or BSB/ account number. Once you have entered the payment details, we will let you know whether the Osko Payee's financial institution is able to receive this type of payment. On 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.

#### 8.4.6 Payment Directions

- (a) You must give us the information specified in 8.4.7(a) *Information you must give us to make an NPP Payment* 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 these 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 Card/Device).
- (c) As an Osko Payer, you can determine whether funds you send are routed via the direct entry system or the NPP. As an Osko 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 Osko Payer not to use this platform.

#### 8.4.7 Information you must give us to make an NPP Payment

- (a) The information that 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 process 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.

#### 8.4.8 Investigations and liability for unrecoverable funds

- (a) We have obligations in relation to investigating and recovering misdirected funds sent as NPP and Osko Payments. We are 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 11.3 *When you are liable for loss*.

#### 8.4.9 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.

#### 8.4.10 Receipt of a mistaken NPP or OSKO Payment

- (a) 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, payment scheme rules and the ePayments Code, deduct from your account an amount equal to that mistaken internet payment or misdirected payment. We will notify you if this occurs.

#### **8.4.11 Suspensions and termination of NPP and OSKO services for your default**

- (a) We may suspend or terminate your participation in NPP and Osko if:
- (i) we suspect that you, or someone acting on your behalf, is being fraudulent;
  - (ii) 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;
  - (iii) you breach any obligation under *8.4 Fast Payments – NPP, Osko and PayID* 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;
  - (iv) you breach any obligation under *8.4 Fast Payments – NPP, Osko and PayID* which is incapable of remedy;
  - (v) you suffer an Insolvency Event; or
  - (vi) we have any other reasonable ground for terminating your participation and provides you with adequate notice prior to terminating your participation.
- (b) 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.

#### **8.4.12 Other NPP and OSKO suspension or termination events**

In addition to *8.4.11(a) Suspensions and terminations for your default*, 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.

#### **8.4.13 Consequences of termination of NPP and OSKO services**

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 any provision set out under *8.4 Fast Payments – NPP, Osko and PayID*; or
- (b) otherwise affect the accrued rights or remedies of either party.

#### **8.4.14 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 Osko 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 Law, 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 an Osko Payer, or that we otherwise deem inappropriate. You consent to us displaying your PayID name to Osko Payers who send NPP Payments to you.
- (d) Members can 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 cannot 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.

#### 8.4.15 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.

### 8.5 Using BPAY

- (a) You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY Facility.
- (b) 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 (i.e. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- (c) We cannot process 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.

#### 8.5.1 BPAY View

- (a) You need to register within Digital Banking in order to use BPAY View.
- (b) If you register with BPAY View, you:
  - (i) agree to us, BPAY, and BPAY's agents, disclosing to billers nominated by you, to the biller's financial institution and if necessary to BPAY 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:
    - (A) such of your Personal Information (for example your name, email address and the fact that you bank with us) 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;

- (B) such of your transactional information as is necessary to process your BPAY Payments and you or any User's use of BPAY View; and
- (C) that an event in section 8.5.1(c)(i), (ii) or (iii) below has occurred.
  - (ii) 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;
  - (iii) 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 section we are authorised to convey your agreement to each biller nominated by you under section 8.5.1(b)(i) above;
  - (iv) 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 section 8.5.1(b)(i) above, as necessary; and
  - (v) you can request access to your information held by us, BPAY or its agent, Cardlink Services Limited.
- (C) You may receive from the applicable biller paper bills and statements instead of electronic bills and statements:
  - (i) 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);
  - (ii) if you or the biller deregister from BPAY View; or
  - (iii) 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.

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.

- (d) You agree that when using BPAY View that:
  - (i) 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:
    - (A) when we send the email notification to your server, whether or not you choose to access your email; and
    - (B) at the email address nominated by you,

- (ii) unless 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;
  - (iii) if you receive notification on Digital Banking without an email then that bill or statement is received by you:
    - (A) when a notification is posted on Digital Banking, whether or not you choose to access Digital Banking; and
    - (B) via Digital Banking;
  - (iv) bills and statements delivered to you, unless deleted by you, remain accessible through Digital Banking; and
  - (v) you must contact the biller direct if you have any queries in relation to bills or statements.
- (e)** You must:
- (i) check your emails or Digital Banking at least weekly;
  - (ii) tell us if your contact details (including email address) change;
  - (iii) tell us if you, or any User is unable to access your email or Digital Banking or a link to a bill or statement for any reason; and
  - (iv) ensure your mailbox can receive email notifications (e.g. it has enough storage space available).
- (f)** 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:
- (i) not delivered to you on time or at all (other than because you failed to view an available bill);
  - (ii) delivered to the wrong person;
  - (iii) delivered with incorrect details; or
  - (iv) 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 because of such error.
- (g)** Except as expressly provided for in these Terms and 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.
- (h)** We reserve the right at any time and for any reason to:
- (i) suspend or cancel use of BPAY View entirely or in relation to a particular biller;
  - (ii) 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; and
- (i)** Any amendment to these terms & conditions will be advised to you in accordance with *14.1 Notifying changes, providing notices and statements.*

### 8.5.2 Processing BPAY Payments

- (a)** We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
- (i) you become aware of any delays or mistakes in processing your BPAY Payment;
  - (ii) you did not authorise a BPAY Payment that has been made from your account; or
  - (iii) 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.
- (b)** A BPAY Payment instruction is irrevocable.
- (c)** Except for future-dated payments, you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- (d)** We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct access method.
- (e)** 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). To enable us to deal with an error 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.
- (f)** A BPAY Payment is treated as received by the biller to whom it is directed:
- (i) on the date you direct us to make it, if we receive your direction by the cut off time on a Banking Business Day; and
  - (ii) otherwise, on the next Banking Business Day after you direct us to make it.
- (g)** BPAY Payments may take longer to be credited to a biller if you request a payment 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.
- (h)** Notwithstanding this, a delay may occur processing a BPAY Payment if:
- (i) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;

- (ii) 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
  - (iii) a biller, or another financial institution participating in BPAY, does not comply with its BPAY Scheme obligations.
- (i) If we are advised that your payment cannot be processed by a biller, we will:
- (i) advise you of this;
  - (ii) credit your account with the amount of the BPAY Payment; and
  - (iii) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- (j) 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:
- (i) 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
  - (ii) 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.
- (k) 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.

### 8.5.3 Future-dated BPAY Payments

You may arrange BPAY Payments up to one 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.

### 8.5.4 Consequential damage for BPAY Payments

- (a) This section 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 section illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this section 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.
- (b) We are not liable for any consequential loss or damage that 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.

### 8.6 Direct debits - inwards (third party debiting your account)

- (a) If you set up a recurring payment on your Visa Debit Card it will be processed as a Visa payment, not a direct debit and will be processed in accordance with the Visa Scheme rules (refer to 8.3 *rediCARD and Visa Debit Card*).
- (b) You can cancel a direct debit authority that you've set up, by either:
  - (i) contacting us directly or
  - (ii) through the third party you're paying.
- (c) A dishonour fee will apply if you have insufficient funds in the account to meet the amount of the direct debit authority on the day the debit is due.
- (d) The date the debit is drawn on your account is set by the third party you're paying, not by us.
- (e) You can request us to suspend or cancel a payment, but you must also tell the third party you're paying. Requests to us to stop a payment must be made at least three Business Days prior to the drawing being received at CUA.
- (f) If you want to stop the direct debit authority completely, you need to cancel the authority. Simply closing the account won't stop the third party from attempting future direct debits.
- (g) If we pay a direct debit when there are insufficient funds to cover the debit in your account, you need to repay us that amount plus any fees.

### 8.7 Periodical Payments

- (a) If you set up Periodical Payments, the order that we process the payments is at our absolute discretion.
- (b) Where reasonably necessary or if instructed by you, we can stop any Periodical Payment arrangements at our discretion.

- (c) Similarly, we can continue to effect Periodical Payments until you advise us otherwise.
- (d) We will normally debit your account on the date nominated. You must have enough Cleared Funds available in your account to cover processing of the Periodical Payment on the day it is due.
- (e) If you have set up Periodical Payments on CUA loans, 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.
- (f) While we will generally debit your account on the day you have nominated, you should allow sufficient time for your Periodical Payment to reach the destination account. Your Periodical Payment may be delayed:
  - (i) where additional time is required to process your request (for example, because of the payment system rules);
  - (ii) in circumstances beyond our control; or
  - (iii) where we reasonably consider it necessary or prudent.

Where your payment is delayed due to one or more of the circumstances listed above, CUA accepts no responsibility for the delay and we shall not incur any liability due to late payment.
- (g) If three successive Periodical Payments fail, 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.
- (h) 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.
- (i) 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 us of the account details. A cancellation of any request may be arranged in branch, over the phone, through iM CUA or via Digital Banking.
- (j) 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. You should contact CUA Direct or iM CUA when in doubt about adjusting Periodical Payments in Digital Banking or through iM CUA.

## 8.8 Over the counter withdrawals

- (a) 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 \$2,000. Larger amounts may be available with 24 hours' notice, however we can decline any such requests at our discretion. We may require further information from you before we can process your withdrawal, including the purpose of the transaction. Without this information, we may be unable to process your request.
- (b) A fee may apply for over the counter withdrawals.

## 8.9 Cheque withdrawals

- (a) 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 insufficient funds in your account to cover a cheque that has been presented, we may return the cheque without first contacting you, and/or you will be charged a fee.
- (b) When filling out a cheque, you should:
  - (i) avoid leaving gaps between words or figures;
  - (ii) start writing the amount in words as close as possible to the words "The sum of" that are printed on the cheque;
  - (iii) start writing the amount in figures as close as possible to the dollar sign (\$) that is printed on the cheque;
  - (iv) never write in pencil or erasable ink;
  - (v) never sign a cheque before it is used or filled in;
  - (vi) always write the amount of the cheque in words as well as figures, as words are more difficult to alter; and
  - (vii) always draw a line after you have written in the person's name and the amount on the cheque.

### 8.9.1 About stopping payment on a cheque

- (a) To place a stop payment on a cheque, you need to:
  - (i) notify us by phone as soon as possible; and
  - (ii) clearly identify the cheque to be stopped.
- (b) If a "stop payment" on a cheque or a cheque book is requested, a signed Stop Payment Authority is required afterwards and can be obtained at a branch or by phoning our CUA Direct.
- (c) If the cheque is presented after a stop payment has been placed on it, the cheque will be dishonoured by us. Fees are payable. A stop payment request must be received by us prior to the cheque being presented.

### 8.9.2 About lifting a stop payment request

- (a) Any request to lift a stop payment on a cheque will not be actioned until the request has been received by CUA.
- (b) 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.

### 8.9.3 General conditions and security of your CUA Cheque Book Facility

- (a) We reserve the right to withdraw your cheque book 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.
- (b) Cheque books remain our property and must be returned immediately if requested.
- (c) Any request to alter the signatories on a cheque book facility must be received in writing and is subject to acceptance by us.
- (d) Cancellation of a cheque book facility can be made by notifying your nearest CUA branch or by phoning CUA Direct.
- (e) You must safeguard your cheque book against possible loss, theft or misuse. Treat it like cash.
- (f) 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.
- (g) 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.
- (h) We may not give you access to Cheque Book Facilities if your banking history with CUA is not satisfactory.
- (i) Please contact us before you use your last remaining cheques to arrange for a new cheque book to be issued. It is important that you advise us of any change in your postal address to ensure you receive your cheque books.

### 8.9.4 About dishonouring cheques

- (a) We may “dishonour” (or return unpaid) cheques in certain circumstances, such as where:
  - (i) there are insufficient Cleared Funds available in your account (including any available CUA Overdraft funds) to cover the amount of the cheque;
  - (ii) the cheque is more than 15 months old or “stale”;
  - (iii) the cheque is post-dated;
  - (iv) there is some irregularity with the cheque;
  - (v) the cheque is unsigned;

- (vi) 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; or
- (vii) a stop payment has been placed on the cheque.

- (b) A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by us.
- (c) If we pay 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.

### 8.9.5 About writing cheques

- (a) A cheque is a written order to us to pay a sum of money to a person or Organisation specified by you, or, in some instances, the bearer of the cheque.
- (b) We will provide you with cheque books which feature personalised cheque forms that we insist are used.
- (c) Any cheque that you write will be valid for a period of 15 months from the date specified on it.
- (d) Neither you nor anyone to whom you give a CUA personal cheque will be able to cash it at any CUA branch.
- (e) Fees may apply for each cheque that is debited to your account.

### 8.9.6 Why should you cross a cheque?

- (a) 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.
- (b) 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.

### 8.9.7 What does “not negotiable” mean?

- (a) 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.
- (b) 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.
- (c) The words “not negotiable” do not prohibit the transfer of a cheque. However, we do not normally accept third party cheques.

### 8.9.8 What does “account payee only” mean?

- (a) 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”.
- (b) 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 (i.e. making enquiries and receiving a reasonable explanation).
- (c) The words “account payee only” do not prohibit the transfer of a cheque. However, we do not normally accept third party “account payee only” cheques.

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

- (a) 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).
- (b) 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”.
- (c) 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:
  - (i) to the payee indicated on the cheque; or
  - (ii) 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.

### 8.10 CUA financial institution cheques

- (a) A CUA financial institution cheque is a cheque that is drawn by us rather than on your own account. CUA financial institution cheques are available from any CUA branch. Other banks refer to these as “bank cheques”.
- (b) By law, CUA financial institution cheques are treated the same way as ordinary cheques. This means that in some circumstances a financial institution cheque from us may be subject to a stop payment or may not be paid.

- (c) These circumstances include where:
  - (i) the cheque has been reported lost or stolen;
  - (ii) the cheque has been signed without our authorisation;
  - (iii) the cheque has been altered in any way without our authorisation; or
  - (iv) a court order is issued restraining us from paying the cheque. The cheque will not be paid while this order is in place.
- (d) 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.
- (e) We will only issue you with a financial institution cheque if there are enough Cleared Funds in your account to cover the amount of the cheque and any applicable fees.
- (f) 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.
- (g) A fee applies to the issuing and stop payment of a CUA financial institution cheque.

### 8.11 Sending an International Telegraphic Transfer

Please refer to the terms and conditions set out on the *Request for International Telegraphic Transfer form*, available on our website or via Online Banking, for information on outward payments via telegraphic transfer.

### 8.12 Third party payment services

- (a) Third party payment services may require you to provide personal banking information to use the service or complete a payment. We are not the provider of these third party payment services and not responsible for their use or function, or any security breach affecting any information you store with these third party providers.
- (b) 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.
- (c) Examples of third party payment services may include, but are not limited to, PayPal, PoliPayment and Digital Wallets.
- (d) We may at any time restrict or cease supporting the use of CUA Cards or accounts within third party payment services, including preventing you from adding a Card to a Digital Wallet.

### 8.13 Debiting transactions

The order that we process transactions within any one day is at our absolute discretion.

## 9. Managing Your Account

### 9.1 Change name and address

You need to tell us any changes to your name or address as soon as possible. For a change of name, any Cards and cheque books need to be returned to us and new Cards and cheque books will be issued in your new name.

### 9.2 Account statements

- (a) Statements will usually be provided to you every six months, (but for some accounts, may be provided monthly). You can ask for a statement to be sent to you more frequently but there may be a fee for this. We won't send you a statement for accounts with a zero balance and had no transactions during the statement period.
- (b) Account statements are provided electronically as part of our eStatement Facility. Printed statements can also be issued (a fee may apply).
- (c) For joint accounts, only the first named owner will receive a statement for that account. The first named owner agrees to act as agent for all other joint account owners in receiving these statements. Other joint owners can request a separate statement.
- (d) You can nominate someone else to receive statements on your behalf and in doing so, you agree that they act as your agent in receiving those statements.
- (e) You should check your account statement as soon as you receive it and immediately tell us of any Unauthorised Transactions or errors.
- (f) Replacement or additional copies of CUA statements are also available upon request (a fee may apply).

### 9.3 About joint accounts

- (a) For joint accounts, each person named on the account is responsible for its operation and any debt incurred on it. Your liability is both "joint and several". This means that, if necessary, we can recover the outstanding debt by asking all or any one of the joint holders of the account for the whole amount owing.
- (b) Where 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.
- (c) 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.

### 9.4 Operating your account

- (a) You can perform transactions on accounts, including joint accounts, which you own, such as:
  - (i) depositing and investing money in accounts for any term;
  - (ii) 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);
  - (iii) drawing and signing cheques (including instruction to stop payment on a cheque);
  - (iv) providing instructions for direct credit deposits;
  - (v) authorising Periodical Payments / electronic transfers / direct debits;
  - (vi) assigning a PayID to the account;
  - (vii) Setting up a Savings Top Up;
  - (viii) Setting up alerts or notifications; and
  - (ix) withdrawing part or all monies in the joint account.
- (b) Opening or closing any joint account will require the consent of all Account Holders.
- (c) You can't add or remove an Account Holder from a joint account.

### 9.5 Varying the signing instructions

- (a) At any time, any Account Holder to a joint account can revoke in writing the existing authority and request that we operate the account only on the signature/authority of all the Account Holders. You can also contact us to request that we place a hold or freeze on any Cards issued on your account to prevent transactions from occurring. If there is a dispute between joint Account Holders, we will freeze or suspend the account, or impose such other conditions as we consider reasonably necessary to protect a member's interest. Please read *section 13.1 Our right to suspend accounts and to block, freeze or refuse transactions*.

### 9.6 Trust accounts

- (a) You can open an account as a trust account, however:
  - (i) we are not taken to be aware of the terms of the trust; and
  - (ii) we do not have to verify that any transactions you carry out on the account are authorised by the trust.
- (b) You agree to indemnify us against any claim made upon us in relation to, or arising out of, that trust and your operation of the trust account.
- (c) We may need to verify the beneficiaries of the trust, the settlor's identity and any other person able to control the trust before the account can be accessed and used (refer to *section 6.3 Identity check requirements* for more information).

## 9.7 Adding a signatory or attorney

### 9.7.1 Adding a signatory

(a) As an Account Holder, you can make a request to us in writing, to add additional signatories (who are at least 18) to operate the account (availability of this depends on the account). If we agree to add them, you can also specify whether any one signatory can operate the account by themselves (“one-to-sign”) or whether you want all signatories to operate together (“all-to-sign”). Other signing options are available for Organisation accounts, please contact us for further information.

(b) Your signatory’s identity will need to be verified by us and they will also need to be a member of CUA, before they can operate your account.

(c) Your signatory can:

- (i) carry out withdrawals on the account, for any purpose, including signing cheques;
- (ii) make enquiries about account balances and transactions on the account, including any debit balance or available credit on a transactional account; and
- (iii) for business accounts, to add, change or remove a PayID connected to the account.

(d) Your signatory cannot:

- (i) change your contact details, including the mailing address for statements;
- (ii) change any of the signatory authorisations on the account;
- (iii) give a third party access or authority to operate the account;
- (iv) make enquiries about loan account balances or available credit on a loan account (except for overdraft accounts);
- (v) add, change or remove a PayID set up on your account (for non-business accounts);
- (vi) set up a Savings Top Up;
- (vii) set up alerts or notifications on your account; or
- (viii) close the account or open a new account in your name.

However, these limitations don’t apply if your signatory is a joint account owner or your attorney under a Power of Attorney.

(e) You are responsible for all transactions your signatory carries out on your account where you have authorised them to act on your behalf.

(f) You may remove your signatory’s authority at any time by telling us in writing. Please contact us if you require an urgent hold or freeze to be placed on the signatory’s access. You remain responsible for all transactions they conducted prior to their access being removed. You must also surrender all Access Facilities held by the signatory (e.g. Cards etc).

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

(h) Please note that some payment instruments such as electronic Cards (Visa Debit Card and rediCARD) cannot be issued on an account that requires more than one signature to make a withdrawal.

(i) You can use Online Banking and iM CUA to make transactions on “all-to-sign” accounts but because all signatories must act together, all of them must be set up with Online Banking or iM CUA and give instructions to us together.

### 9.7.2 Adding an attorney

(a) If you have appointed an attorney under a Power of Attorney (POA) to manage and operate your accounts, you can let us know and once we are satisfied of the validity of the POA, and have verified to our satisfaction the identity of the attorney, we will accept all instructions from the attorney as if the instruction was made by you. This means your attorney will have the same ability to manage your accounts and make transactions to and from the account as you have (subject to any restrictions you placed on their terms of appointment).

(b) The limitations of an authorised signatory described above do not apply to your attorney, although the attorney will not be able to delegate their powers to another person and will not be able to authorise others to deal with or operate your accounts. Your attorney’s ability to manage your accounts is only limited in the same manner as you are limited, that is, by these Terms and Conditions, and by the terms of the appointment as your attorney.

(c) Your attorney will need to be a member of CUA before they can access and operate your accounts.

(d) By accessing and operating your account, your attorney is bound by these Terms and Conditions. Your attorney agrees to indemnify and keep us indemnified 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 attorney on your account.

(e) You agree to indemnify, and keep us indemnified 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 attorney on your account before you have given us notice of the revocation of the attorney’s appointment.

(f) If you revoke your attorney’s appointment, you must tell us immediately. Otherwise we won’t know, and they will continue to be able to access and operate your accounts.

## 9.8 Overdrawing your account

- (a) 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. You may be charged fees for any overdrawn amounts on your account. Please refer to the Schedule of Fees for details.

## 9.9 Cancellation of Cards or access to Digital Banking, Telebanker or BPAY

- (a) You may cancel your Visa Debit Card or rediCARD, your access to Telebanker, Digital Banking or BPAY at any time by giving us written notice.
- (b) We may immediately cancel or suspend your Visa Debit Card or rediCARD (including the digital copy of your Card) or your access to Telebanker, Digital Banking, iM CUA or BPAY at any time for security reasons. If you breach these Terms and Conditions, or if your Card has been inactive for an extended period. In the case of your Visa Debit Card or rediCARD, we may cancel the Card by capture of the Card at any ATM.
- (c) 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.
- (d) In the case of Telebanker, Digital Banking, iM CUA or BPAY, if, despite the cancellation of your access to Telebanker, Digital Banking, iM CUA or BPAY, a transaction using the relevant access method is processed, you will remain liable for that transaction subject to your rights to be reimbursed under these Terms and Conditions.
- (e) Your Visa Debit Card or rediCARD or your access to Telebanker, Digital Banking or BPAY will be terminated when:
- (i) your Card or access method is cancelled;
  - (ii) you close the last of your accounts with us to which the Card applies or which has Telebanker, Digital Banking or BPAY access;
  - (iii) you cease to be our member; or
  - (iv) you alter the authorities governing the use of your account or accounts to which the Visa Debit Card or rediCARD applies or which has Telebanker, Digital Banking or BPAY access (unless we agree otherwise).
- (f) In the case of your Visa Debit Card or rediCARD, we may demand the return or destruction of any cancelled Card.

## 10. ePayments Code

### 10.1 ePayments Code

CUA is bound by, and warrants that we will comply with, the ePayments Code, which is available at [www.asic.gov.au](http://www.asic.gov.au)

### 10.2 Protection against unauthorised use

- (a) You should follow the guidelines in the box below to protect against unauthorised use of your 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 these Terms and Conditions and the ePayments Code.

#### **Important information you need to know before using a Card/Device to make electronic payments.**

- Sign the Card as soon as you receive it.
- Keep your Card and Pass Codes secure.
- Immediately report loss, theft or unauthorised use of your Card/Device, BPAY or Telebanker or Digital Banking
- Don't select your birth date, any part of your name or simple codes such as "Password" as your Pass Code.
- Don't record your Pass Code on the Card/Device or anything you keep near the Card/Device.
- Don't lend the Card/Device to anybody.
- Don't tell or show the Pass Code to anyone - including to a family member or friend.
- Don't let anyone see you entering the Pass Code.
- Keep a record of the Card number and the Visa Debit Card Hotline telephone number with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Tell us immediately when you change your address.
- Always access the Telebanker or Digital Banking service only using the official phone numbers and URL addresses.
- Never provide or confirm details of your Pass Code to anyone. We will never ask you to provide us with these details.
- Never allow another person to register their biometrics on your Card/Device as this may allow them login to your Mobile Banking.
- Don't let anyone else's fingerprints or face to access the Device on which you access iM CUA.

- (b) If you don't secure your Card, Access Facility and Pass Codes you will increase your liability for Unauthorised Transactions.
- (c) These Terms and Conditions govern all electronic transactions made using any one of our Cards or Facilities, listed below:

rediCARD	Online Banking
Visa Debit Card	Mobile Banking
BPAY	Telebanker
iM CUA	NPP and OSKO

- (d) A Card in this context includes use of the Card via a mobile payment app and/or Digital Wallet that accesses that Card (e.g. Apple Pay, Samsung Pay or Google Pay).
- (e) You can use any of these electronic Access Facilities to access an Account, as listed in *section 3.2 Summary of Accounts and Available Access Facilities – Everyday Banking Accounts* and *section 3.3 Summary of Accounts and Available Access Facilities – Savings and Term Deposit Accounts*.

### 10.3 Pass Code security requirements

- (a) This section 10.3 applies where one or more Pass Codes are needed to perform a transaction.
- (b) A User must not:
  - (i) voluntarily disclose one or more Pass Codes to anyone, including a family member or friend;
  - (ii) where a Card/Device is also needed to perform a transaction, write or record Pass Code(s) on a Card/Device, or keep a record of the Pass Code(s) on anything:
    - (A) carried with a Card/Device; or
    - (B) liable to loss or theft simultaneously with a Card/Device unless the User makes a reasonable attempt to protect the security of the Pass Code;
  - (iii) where a Card/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); or
  - (iv) allow anyone else's fingerprint or face to be registered to their Card/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.*

- (c) For the purpose of sections 10.3(b)(ii) - 10.3(b)(iii), 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:
  - (i) hiding or disguising the Pass Code record among other records;
  - (ii) hiding or disguising the Pass Code record in a place where a Pass Code record would not be expected to be found;
  - (iii) keeping a record of the Pass Code record in a securely locked container; or
  - (iv) preventing unauthorised access to an electronically stored record of the Pass Code record.
 This list is not exhaustive.

- (d) 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 Username 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 section 10.3(e).*

- (e) 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:
  - (i) specifically instructed the User not to do so; and
  - (ii) warned the User of the consequences of doing so.
- (f) The onus is on us to prove, on the balance of probabilities, that we have given the instruction and warning mentioned in section 10.3(e).
- (g) 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 this section 10.3.
- (h) 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 this section 10.3.

## 11. Mistaken payments and transaction disputes

### 11.1 Mistaken online payments

- (a) The table underneath section 11.1(e) sets out the process we will follow under the ePayments Code if you make or receive a Mistaken Payment.
- (b) If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your account while we conduct further investigations. Please see *13.1 Our right to suspend accounts and to block, freeze or refuse transactions* for more information.
- (c) We are not liable to you for, and you indemnify us against any and all loss incurred by you or any other person arising from us returning the Mistaken Payment.
- (d) If you receive Centrelink payments or any other protected payment that is listed on the **'Australian Government Protect Payment Website'**, we will not debit in excess of 10% of any protected payment deposited to your account to refund the Mistaken Payment to the payer's financial institution. This does not prevent us from freezing the Mistaken Payment funds or other funds held in your account that are not derived from a protected payment and using those funds to return the Mistaken Payment.
- (e) If you make a complaint under this section 11, we will deal with the complaint under our internal dispute resolution procedures and will not require you to complain to the Receiving Financial Institution. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to *section 15* if you have a complaint for further details.

## Process for retrieving Mistaken Payments

YOU MADE A PAYMENT	YOU RECEIVED A PAYMENT
<b>Funds are available and a report is made within 10 Business Days</b>	
<ul style="list-style-type: none"> <li>If CUA and the Receiving Financial Institution are satisfied that you made a Mistaken Payment, the Receiving Financial Institution must return the funds to us. This may take up to 10 Business days.</li> <li>If the Receiving Financial Institution is not satisfied that you made a Mistaken Payment, they may ask for the recipient's consent to return the funds to us.</li> <li>If we receive the funds back from the recipient, we will return the funds to you as soon as practicable.</li> </ul> <p>If we are not satisfied that you made a Mistaken Payment, we will not take any further action.</p>	<ul style="list-style-type: none"> <li>If we are satisfied that a Mistaken Payment has occurred, we will return the funds. This may take up to 10 Business Days.</li> <li>If there are insufficient funds in your account, we may debit your other account(s) if those accounts have available funds.</li> <li>If we are not satisfied that you made a Mistaken Payment has occurred, we may ask for your consent to return the funds.</li> </ul>
<b>Funds are available and report is made between 10 Business Days and 7 months</b>	
<ul style="list-style-type: none"> <li>The Receiving Financial Institution has 10 Business Days to investigate.</li> <li>If a Mistaken Payment has occurred, they will place a hold on the funds and give the recipient 10 Business Days to establish that they are entitled to the funds.</li> <li>If the recipient cannot establish that they are entitled to the funds, the funds will be returned to us. We will return the funds to you as soon as possible.</li> <li>If a Mistaken Payment has not occurred, the Receiving Financial Institution may seek consent from the recipient to return the funds to us.</li> <li>If we are not satisfied that you made a Mistaken Payment, we will not take any further action.</li> </ul>	<ul style="list-style-type: none"> <li>We have 10 Business Days to investigate.</li> <li>If we are satisfied that a Mistaken Payment has occurred, we will place a hold on the funds and give you 10 Business Days to establish that you are entitled to those funds.</li> <li>If there are insufficient funds in your account, we may debit your other account(s) if those accounts have available funds.</li> <li>If you cannot establish that you are entitled to the funds, we will return the funds.</li> <li>If we are not satisfied that a Mistaken Payment has occurred, we may seek your consent to return the funds to the sender</li> </ul>
<b>Funds are available and report is made after seven months</b>	
<ul style="list-style-type: none"> <li>The Receiving Financial Institution will ask if the recipient consents to the funds being returned.</li> <li>If we receive the funds back from the recipient, we will return those funds to you as soon as possible.</li> </ul>	<ul style="list-style-type: none"> <li>We will ask if you consent to the funds being returned to the sender.</li> </ul>
<b>Mistaken Online Payment – funds not available</b>	
<ul style="list-style-type: none"> <li>If the recipient has insufficient funds, the Receiving Financial Institution will take reasonable steps to return the funds to us (for example, by facilitating an instalment arrangement).</li> </ul>	<ul style="list-style-type: none"> <li>If you have insufficient funds, we will work with you to return the funds to the sender (for example, by facilitating an instalment arrangement).</li> </ul>

## 11.2 When you are not liable for loss

- (a) You are not liable for loss arising from an unauthorised ePayment transaction if it is caused by:
- (i) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
  - (ii) a Card/Device, Identifier or Pass Code which is forged, faulty, expired or cancelled;
  - (iii) a transaction requiring the use of a Card/Device and/or Pass Code that occurred before the User received the Card/Device and/or Pass Code (including a reissued Card/Device and/or Pass Code);
  - (iv) a transaction being incorrectly debited more than once to the same Facility; or
  - (v) an Unauthorised Transaction performed after we have been informed that a Card/Device has been misused, lost or stolen, or the security of a Pass Code has been breached.
- (b) You are not liable for loss arising from an Unauthorised Transaction that can be made using an Identifier without a Pass Code or Card/Device. Where a transaction can be made using a Card/Device, or a Card/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 Card/Device.
- (c) You are not liable for loss arising from an Unauthorised Transaction where it is clear that a User has not contributed to the loss.
- (d) In a dispute about whether a User received a Card/Device or Pass Code:
- (i) there is a presumption that the User did not receive it, unless we can prove that the User did receive it;
  - (ii) we can prove that a User received a Card/Device or Pass Code by obtaining an acknowledgement of receipt from the User; and
  - (iii) we may not rely on proof of delivery to a User's correct mailing or electronic address as proof that the User received the Card/Device or Pass Code.

## 11.3 When you are liable for loss

- (a) If the provisions in *section 11.2 When you are not liable for loss* do not apply, you may only be made liable for losses arising from an unauthorised ePayments transaction in the circumstances specified in this section.
- (b) 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 Card/Device, or breaching the Pass Code security requirements under *section 10.3 Pass Code security requirements*:
- (i) you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card/Device or breach of Pass Code security is reported to us;

- (ii) you are not liable for the portion of losses:
  - (A) incurred on any one day that exceeds any applicable Daily Transaction Limit;
  - (B) incurred in any period that exceeds any applicable periodic transaction limit;
  - (C) that exceeds the balance on the Facility, including any pre-arranged credit; or
  - (D) incurred on any Facility that we and you had not agreed could be accessed using the Card/Device or Identifier and/or Pass Code used to perform the transaction.

(c) Where:

- (i) more than one Pass Code is required to perform a transaction; and
- (ii) we prove that a User breached the Pass Code security requirements in *10.3 Pass Code security requirements* for one or more of the required Pass Codes, but not all of the required Pass Codes, you are liable under section 11.3(b) only if we also prove on the balance of probability that the breach of the Pass Code security requirements under *10.3 Pass Code security requirements* was more than 50% responsible for the losses, when assessed together with all the contributing causes.

- (d) 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.*

- (e) 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 Card/Device, or that the security of all Pass Codes has been breached, you:
- (i) are liable for the actual losses that occur between:
    - (A) when the User became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card/Device; and
    - (B) when the security compromise was reported to us; and
  - (ii) are not liable for any portion of the losses:
    - (A) incurred on any one day that exceeds any applicable Daily Transaction Limit;
    - (B) incurred in any period that exceeds any applicable periodic transaction limit;
    - (C) that exceeds the balance on the Facility, including any pre-arranged credit; or

- (D) incurred on any Facility that we and you had not agreed could be accessed using the Card/Device and/ or Pass Code used to perform the transaction.

*Note: You may be liable under section 11.3(b) if you were the User who contributed to the loss, or if a different User contributed to the loss.*

- (f) Where a Pass Code was required to perform an Unauthorised Transaction, and sections 11.3(b) – 11.3(e) do not apply, you are liable for the least of:
  - (i) \$150, or a lower figure determined by us;
  - (ii) the balance of the Facility or Facilities which we and you have agreed can be accessed using the Card/Device and/or Pass Code, including any prearranged credit; and
  - (iii) the actual loss at the time that the misuse, loss or theft of a Card/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.
- (g) In deciding whether on the balance of probabilities we have proved that a User has contributed to losses under sections 11.3(b) – 11.3(e):
  - (i) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring;
  - (ii) the fact that a Facility has been accessed with the correct Card/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 *10.3 Pass Code security requirements*; and
  - (iii) 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 Card/Device) is not relevant to a User's liability.
- (h) If a User reports an Unauthorised Transaction on a Visa Debit Card account we will not hold you liable for losses under this section 11.3 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 Card Scheme (for example, charge-back rights).
- (i) This section 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 section for a greater amount than would apply if we had exercised those rights.

## 11.4 Liability for loss caused by system or equipment malfunction

- (a) 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.
- (b) Where a User should have been reasonably aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
  - (i) correcting any errors; and
  - (ii) refunding any fees or charges imposed on the User.

## 11.5 Network arrangements

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

# 12. Accessing your account and other features

## 12.1 Using Telebanker and Digital Banking

- (a) Same day payments you request after 4 pm 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 we believe further verification is needed.
- (b) Cancellation requests for existing payments are required before 4 pm AEST on the Business Day prior to the Scheduled Payment.
- (c) We do not warrant that:
  - (i) the information available to you about your accounts through our Digital Banking or Telebanker services is always up to date;
  - (ii) you will have 24 hours a day, seven days per week, access to Telebanker or Digital Banking;
  - (iii) data you transmit via Telebanker or Digital Banking is totally secure.

## 12.2 How to report unauthorised use of Telebanker or Digital Banking

- (a) If you believe that your Pass Codes for Telebanker 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.
- (b) Please refer to *How to contact us* 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.
- (c) If you believe an Unauthorised Transaction has been made and your access method uses a Pass Code, you should change that Pass Code immediately.

## 12.3 SMS Banker and SMS/Email Alerts and Notifications

- (a) Should you subscribe to this service, your mobile phone carrier may charge you for any SMS message you send to us.
- (b) Any one transaction may generate more than one SMS alert /notification from us.
- (c) You are responsible for supplying us with the correct mobile telephone number and must immediately advise us of any change to your mobile telephone number.
- (d) We are not liable for sending SMS messages to another party where you have not informed us of a change to your mobile number or loss of your mobile telephone.
- (e) You may also elect to receive your alerts/notifications by email. If you do so, the following conditions will apply:
  - (i) any one transaction may generate more than one email alert/notification from us;
  - (ii) you are responsible for supplying us with your correct email address and must immediately inform us of any changes;
  - (iii) We are not liable for sending email alert/notification messages to another party where you have not informed us if your email address has become inactive or is blocked.
- (f) You will be notified of any changes to the Terms and Conditions or fees and charges that are applicable to this service. See *14.1 Notifying changes, providing notices and statements* for details.
- (g) A mobile phone number must only be provided for an account held in the same name of the owner of that mobile phone number.

## 12.4 iM CUA: Online access and security

### 12.4.1 Access and Security

- (a) You must not:
  - (i) allow anyone else's biometrics, such as fingerprint or face, to access the Device on which you access iM CUA; or
  - (ii) tell anyone the password/PIN to your Device.
- (b) If you do so, you will have breached the requirements in *10.3 Pass Code security requirements* to keep your Pass Code safe, and you will be liable for transactions made by someone else using iM CUA.
- (c) As soon as you tell us you think somebody else knows your Pass Code or that any of your Device with the app has been lost or stolen, we'll stop transactions on your account which use iM CUA.
- (d) You won't be liable for a transaction carried out using iM CUA which was done by someone else, except when you have:
  - (i) authorised the transaction or access to / use of the account (including use by other people who have their fingerprints or face stored on your Device);
  - (ii) been negligent, which includes failing to follow the safeguards in these Terms and Conditions; or
  - (iii) acted fraudulently.
- (e) If you dispute that you have carried out a transaction, we expect you to co-operate with us and the police in any investigations. We will give the police and our insurers any information we think is relevant, to enable them to carry out the investigations. If we think fraudulent or suspicious transactions are being carried out on your account, we will suspend access to iM CUA.
- (f) We may de-register you from iM CUA immediately in exceptional circumstances, such as:
  - (i) we think the security of your Device is compromised;
  - (ii) we are legally required to stop use of the app;
  - (iii) you have carried out illegal or fraudulent activity using the app;
  - (iv) you have seriously or repeatedly breached our Terms and Conditions or the terms of your account;
  - (v) you have been threatening or abusive towards our staff.
  - (vi) we terminate iM CUA; or
  - (vii) we think there is a risk for illegal or fraudulent activity.

### 12.4.2 Cancellation

- (a) You can cancel your use of iM CUA at any time by contacting us using the app.

- (b) We will continue to carry out any transactions that you already authorised, unless you also ask us not to do so, and it's not too late to amend or cancel those transactions.

### 12.4.3 Your data

- (a) iM CUA is provided in association with our service provider, Temenos AG. Data in relation to iM CUA will be shared with our service provider for the purpose of developing or improving our products and services, including iM CUA. By using iM CUA you expressly consent to having us, our affiliates, and select partners contact you about your inquiry, or about CUA's products or services, 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.

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

### 12.4.4 When iM CUA is available

- (a) Though we intend to make iM CUA available as often as possible, we make no warranty that iM CUA will, in whole or part, be available at any particular time, with any particular agent, or will be free from any fault or error. iM CUA is provided as a convenience to you. Our agents will try to provide you with accurate and current information based on your questions, needs, and any information that you provide to us/them.
- (b) 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 Card/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.

### 12.4.5 Necessary equipment

- (a) Full use of iM CUA is dependent on your use of a supported mobile Card/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.

### 12.4.6 You agree to receive alerts, notifications, and other communications

- (a) In accordance with our Privacy Policy, we will use your Personal Information to keep you informed about our products and services, as well as those of trusted third parties. This will include text messages when you register your mobile Card/Device. We may also

send you text messages or give you a call to discuss CUA's products or services. You are responsible for any messaging or data fees that may be charged by your telecommunications provider.

- (b) Text message functionality and availability is not guaranteed by us and should be used by you at your own risk.

### 12.4.7 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 we 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.

### 12.4.8 Warranties and liability

- (a) Subject to any warranty which is imported into these Terms and Conditions by law and which cannot be excluded, the iM CUA 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) In relation to:

- (i) your use of or access to (or inability to use or access) the iM CUA service; or
- (ii) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction,

if you are dissatisfied with any aspect of the iM CUA service, your sole and exclusive remedy is to terminate participation in the iM CUA service, as provided in these Terms and Conditions.

### 12.5 Savings Top Up

- (a) With a Savings Top Up Facility, you can pick a Savings Top Up Amount to be sent from an eligible account to a single nominated CUA deposit account each time you make a Visa Debit or rediCARD purchase.
- (b) Savings Top Up is not available on all accounts. Savings Top Up limits apply, and you may be required to hold a minimum balance in your account before we can process your Savings Top Up. Information regarding eligible accounts and current limits are available on our website. Eligible accounts and limits may change from time to time, please check our website for the most up to date information.
- (c) If you choose to activate Savings Top Up, all purchases made using any Visa Debit Card or rediCARD linked to your eligible account will trigger a Savings Top Up Amount to be sent.
- (d) Your Savings Top Up Amounts will accumulate during day and then transferred as a single Savings Top Up Transfer to your nominated account at the start of the

next day. You can activate or deactivate Savings Top Up or change the destination account at any time using Digital Banking.

- (e) You can nominate any CUA deposit account from your payee list in Digital Banking to receive the Savings Top Up Transfer. You cannot nominate loan accounts or Term Deposit accounts to receive the Savings Top Up Transfer.

## 12.6 Mortgage Offset

- (a) A mortgage offset may be established on Everyday, Everyday Business, Prime Access, Freedom Plus, Platinum Plus, Everyday 55+ and Special Purpose accounts on qualifying loans (**Mortgage Offset Facility**). These products may change from time to time. The Mortgage Offset Facility can only be established if all Account Holders to the offset account are parties to the qualifying loan.

- (b) The maximum number of accounts you can use as offset accounts on each qualifying loan is determined at our discretion.

- (c) You must maintain a minimum balance of \$500 (or such other required minimum balance as we determine) in each offset account to obtain the benefit of the offset from that account.

- (d) 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.

We 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 us of the minimum balance requirement at a later time.

- (e) No credit interest will accrue to your offset account.
- (f) 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.
- (g) The offset rate is the rate determined by us 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. We may change the offset rate at any time.
- (h) A Mortgage Offset Facility is not available on any qualifying account with an overdraft Facility.
- (i) The following additional Mortgage Offset Facility conditions apply in relation to our 'Premium Fixed Rate Loan products' entered into on or after 12 June 2016.
  - (i) The maximum in your offset accounts that can be offset against the loan balance when calculating interest on the loan account during the fixed rate term is \$50,000.

- (ii) 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.

- (j) The following additional Mortgage Offset Facility conditions apply in relation to 'Advance Variable Home Loans':

- (i) The maximum in your offset accounts that can be offset against the loan balance when calculating interest on the loan account is \$50,000.
- (ii) 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.

- (k) The following additional Mortgage Offset Facility conditions apply in relation to 'Balanced Variable' and 'Achieve Variable Home Loans':

- (i) The maximum in your offset accounts that can be offset against the loan balance when calculating interest on the loan account is \$15,000.
- (ii) 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.

## 13. Closing accounts, blocking transactions and combining accounts

### 13.1 Our right to suspend accounts and to block, freeze or refuse transactions

- (a) We can delay, block, freeze or refuse a transaction or suspend an account, or suspend access to an account, without prior notice to you, where we have reasonable grounds to believe:
  - (i) that the transaction may breach Australian law or sanctions (or the law or sanctions of any another country);
  - (ii) that the transaction involves fraudulent or illegal activity;
  - (iii) that a payment was sent to your account in error;
  - (iv) that doing so will protect you or us from incurring a loss;

- (v) that the funds involved in the transaction may directly or indirectly be applied for the purposes of criminal or unlawful conduct;
  - (vi) the transaction is not in the Account Holder's interest, (for example: where we think the Account Holder is in a vulnerable position due to illness, cognitive impairment, domestic violence, elder abuse, financial abuse or other similar circumstance); or
  - (vii) the action is otherwise reasonably necessary to protect our legitimate interests (which includes our legitimate business needs, reputation, prudential requirements, material changes to our business or systems, security requirements or to manage regulatory risk).
- (b) If a transaction is delayed, blocked or refused for any of the above reasons, we are not liable to you for, and you indemnify us against, any and all loss incurred by you or any other person arising from such delay, block or refusal of a transaction or application.
- (c) From time to time, we are required under Australian law to obtain additional information from you. If you refuse to or are unable to provide the information required within a reasonable timeframe, your account may be blocked, suspended or frozen. We will not be liable to you for, and you indemnify us against, any loss or damage caused (including consequential loss) as a result of us blocking, suspending or freezing your account in these circumstances.

### 13.2 Dormant/inactive accounts

- (a) If no transactions are carried out on your account for at least 12 months (other than transactions initiated by us, 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 don't reply, we'll treat your account as dormant.
- (b) If your account becomes dormant, we will not send you any more account statements.
- (c) If your account (other than an Everyday Youth account or Youth eSaver account) remains inactive for seven years, we will remit balances more than \$500 to the Australian Securities & Investments Commission (ASIC) as unclaimed monies. We can assist you in making a claim for unclaimed monies which have been remitted to ASIC from your account with CUA, please contact us for more information.
- (d) Fees may apply to dormant/inactive accounts.

### 13.3 Closing accounts, memberships and cancelling Access Facilities

- (a) You can close your CUA accounts or cancel Access Facilities at any time. You'll have to surrender or destroy your cheque book and any Cards to us. We may defer closure until sufficient funds are available to cover payment of outstanding cheques, EFT & Visa transactions and fees, if applicable.

- (b) In order to close a joint account, we need the consent from all Account Holders. A signatory cannot close an account.
- (c) If you open a new account with CUA, you have 90 days to activate your Card or make a deposit into that account. If you don't do either, we may close your account by giving you reasonable notice.
- (d) Additionally, we can at any time:
- (i) close your 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 if we think the situation is serious enough; or
  - (ii) cancel or restrict any Access Facility at any time without prior notice.
- (e) We can also, at our discretion, terminate your membership in certain circumstances (including where you have no products with us). The CUA Constitution sets out when memberships can be terminated. A copy is available at [www.cua.com.au](http://www.cua.com.au).

### 13.4 Suspension of Digital Banking

We may, if we reasonably consider it appropriate to do so, suspend any Digital Banking service at any time and without prior notice to you. A notice will be placed on the CUA website if Digital Banking Services are suspended with details of the suspension. We will not be liable for any loss or damage caused to you (including consequential loss) as a result of suspending any Digital Banking service.

### 13.5 Our right to combine accounts or offset funds held

- (a) We have the right to offset the credit balance of any of your deposit accounts against any debt you owe us.
- (b) We also have the right to transfer funds from one of your CUA accounts to another, where the accounts are held in the same name. For example, if one of your accounts becomes overdrawn, or payment of any amount is overdue on a loan account in the same name.
- (c) However, we won't do this offset if:
- (i) we know that the funds are not held in the same capacity (e.g. where you have funds in a personal savings account and funds in an account where you act on behalf of your child); or
  - (ii) your debt to us arises from some business with us other than banking.
- (d) In instances where we are bound by a specific code (such as the *Code of Operation* issued by Services Australia), there may be limits on the extent to which funds from your various accounts may be transferred.
- (e) You should not assume that we will automatically transfer funds to an overdrawn account from an account which is in credit.

## 14. How will we contact you?

### 14.1 Notifying changes, providing notices and statements

- (a) We may change fees, charges, interest rates and other conditions (e.g. these Terms and Conditions) at any time. These are the ways that we can notify you of these changes (as long as they are permitted by law):
- (i) notification by letter;
  - (ii) notification on or with your next statement of account;
  - (iii) notification on or with the next newsletter;
  - (iv) advertisements in the local or national media;
  - (v) notification through Digital Banking;
  - (vi) email or SMS;
  - (vii) notification by iM CUA; and/or
  - (viii) notification on our website; or
  - (ix) fax.
- (b) If we use Digital Banking for these notices, we'll tell you when the information is available for you to retrieve, either at the time or on setting up a Facility that will have regular postings to Digital Banking.
- (c) You can vary your nominated email address and/or mobile phone number at any time or cancel arrangements to receive notices by email, SMS, iM CUA or through Digital Banking.
- (d) The minimum notice period we will give you for a change is as follows:

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

## 15. If you have a complaint

- (a) To make a complaint, contact our staff at any branch, or through iM CUA, CUA Direct, our website or via email and tell us that you want to make a complaint. Our staff must 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. This guide and information on how we resolve your complaints is available on our website.
- (b) We also have a Member Advocacy team to assist our members with a complaint. Most member queries and complaints are quickly and easily resolved. However, where the complaint is not able to be resolved quickly, our Member Advocacy team is available to assist you. The role of the Member Advocacy team is to assist you in resolving your complaints. You can contact the Member Advocacy team via email: [memberadvocacy@cua.com.au](mailto:memberadvocacy@cua.com.au) or via phone 07 3552 4743.
- (c) If you are not satisfied with the way in which we resolve your complaint or the speed at which we respond, please do raise this with our Member Advocacy team. If the complaint is still not able to be resolved, you may refer the complaint to the Australian Financial Complaints Authority (AFCA), which is an independent external dispute resolution centre.
- (d) You can contact AFCA at:

GPO Box 3, Melbourne, VIC 3001  
Phone: 1800 931 678  
E: [info@afca.org.au](mailto:info@afca.org.au)  
W: [www.afca.org.au](http://www.afca.org.au)

- (e) Please note that AFCA requires you to contact us in the first instance to try to resolve your complaint.
- (f) If you have a complaint about our compliance with the COBCOP which does not involve financial loss, you can contact:

Customer Owned Banking Code  
Compliance Committee  
PO Box 14240  
Melbourne VIC 8001  
Phone: 1800 931 678

## 16. Financial Claims Scheme

Funds held in deposit accounts with CUA may be guaranteed under the Australian Government's Financial Claims Scheme, and you may be entitled to a payment under the Financial Claim Scheme subject to a limit per depositor. For further information about the Financial Claims Scheme:

- (a) visit the Australian Prudential Regulation Authority website at [www.fcs.gov.au](http://www.fcs.gov.au); or
- (b) phone the Australian Prudential Regulation Authority hotline on 1300 55 88 49.

## 17. Definitions

In these Terms and Conditions, these terms have the following meanings.

<b>Access Facility</b>	Methods for you to access your account.
<b>Account</b>	An account you hold with us.
<b>Account Holder</b>	The individual, individuals or Organisation in whose name the account is held.
<b>Additional Cardholder</b>	A person other than the Account Holder who has been nominated by an Account Holder to operate the account by use of a Visa Debit Card.
<b>Apple Pay, Samsung Pay or Google Pay</b>	Mobile payment apps and/or Digital Wallet with the corresponding names that enables access to your Cards.
<b>ATM</b>	Automatic teller machine.
<b>Automatic Periodical Payments</b>	Are established to meet minimum loan repayments on CUA loans. These payments are adjusted in line with interest rates and other changes (such as principal reductions).
<b>Bank</b>	Means an Australian Deposit-Taking Institution, including banks, credit unions, building societies etc.
<b>Bank@Post</b>	The banking service provided at Australia Post Offices through which you can make withdrawals, deposits and balance enquiries.
<b>Banking Business Day</b>	A day in Sydney or Melbourne when banks process settlements through the Reserve Bank of Australia.
<b>BPAY</b>	BPAY Pty Ltd (ABN 69 079 137 518) of Level 1, 255 George Street, Sydney NSW 2000.
<b>BPAY Payment</b>	A transaction made through the BPAY Scheme other than an NPP and OSKO Payments.
<b>BPAY Scheme</b>	The scheme operated by BPAY which governs the way in which we provide BPAY, BPAY View and Osko to you.
<b>BPAY View</b>	The electronic invoice and statement service for the online delivery of invoices and statements operated by the BPAY Scheme as described in BPAY View.
<b>Business Hours</b>	The hours between 9 am to 5 pm on a Business Day.
<b>Business Day</b>	A day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned.
<b>Card</b>	A debit card and includes our Visa Debit Card and rediCARD and any digital representation of those cards (commonly called 'virtual cards') issued by us.

<b>Card Scheme</b>	A payment card scheme operated by Visa, EFTPOS Payments Australia Ltd, or any similar scheme which CUA can provide to you to enable access to your account through the use of a Card.
<b>Card Transaction</b>	A transaction made on your account through use of your Card.
<b>Cleared Funds</b>	The proceeds of: <ul style="list-style-type: none"> <li>(a) cheque deposits to your account (once the cheque is cleared);</li> <li>(b) direct debits against non-CUA accounts (once the proceeds of the direct debit are cleared);</li> <li>(c) cash deposits and direct credits; and</li> <li>(d) Card credits and/or refunds that are processed using your Card once those funds are no longer pending, less any outstanding Card Transactions.</li> </ul>
<b>Contactless Transaction</b>	A way to pay for a purchase by tapping your Card or Card/Device on a payment terminal without having to sign or enter a PIN.
<b>CUA Direct</b>	Our general enquiries line at 133 282.
<b>Digital Banking</b>	Refers to both our Online Banking and our Mobile Banking services.
<b>Digital Wallet</b>	A facility that enables the storage and use of a digital representation of your Card.
<b>Device</b>	A device that is used by a User to perform a transaction, such as phone, smart watch, wearable etc.
<b>EFT</b>	Electronic funds transfer, being a transfer of money from one financial institution account to another, either within a single financial institution or across multiple institutions, via computer-based systems and made without using physical currency.
<b>EFTPOS</b>	Electronic funds transfer at the point of sale - a network for facilitating EFT transactions at point of sale.
<b>ePayment</b>	Electronic transactions made using any one of our Cards or Facilities listed in section 10.2(c).
<b>ePayments Code</b>	The ePayments Code released by the Australian Securities & Investments Commission.
<b>Everyday Banking accounts</b>	Any CUA account listed in <i>section 3.2 Summary of Accounts and Available Access Facilities - Everyday Banking Accounts</i> and <i>section 3.3 Summary of Accounts and Available Access Facilities - Savings and Term Deposit Accounts</i>
<b>Facility</b>	An arrangement through which you can perform transactions.
<b>Fast Payment</b>	A payment facilitated through either NPP or Osko.

<b>Identifier</b>	Information that a User: (a) knows but is not required to keep secret, and (b) must provide to perform a transaction. Examples include an account number, PayID or member number.
<b>Insolvency Event</b>	In respect of a person: (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); (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; (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; (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; (e) it is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; (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); (g) it is otherwise unable to pay its debts when they fall due; or (h) something having a substantially similar effect to paragraphs (a) to (g) above happens in connection with that person under the law of any jurisdiction.
<b>Interest Rate Schedule</b>	The interest rate schedule available at a CUA branch or at <a href="http://cua.com.au">cua.com.au</a> .
<b>Internet Banking Service</b>	CUA's online banking Facility that enables you to access your account via an internet connection.
<b>Manual Signature</b>	A handwritten signature, including a signature written on paper and a signature written on an electronic tablet.
<b>Mistaken Payment</b>	A payment by a User through a Pay Anyone Digital Banking Facility and processed by a financial institution through direct debit or direct credit where funds are paid into the account of an unintended recipient. This may occur because the User enters or selects a BSB number and/or Identifier that does not belong to the named and/or intended recipient, as a result of the User's error, or the User being advised of the wrong BSB number and/or account number. This does not include BPAY Payments or Osko payments

<b>Mobile Banking Service</b>	CUA's banking Facilities through which you can access your accounts via a mobile telephone or other electronic equipment.
<b>NPP Payment / Osko Payment / NPP and Osko Payment</b>	A payment made by or on behalf of an Osko Payer to an Osko Payee using New Payment Platform infrastructure.
<b>NPP</b>	The New Payment Platform infrastructure.
<b>One Time Password</b>	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.
<b>Online Banking</b>	CUA's banking Facilities through which you can access your accounts via an internet connection.
<b>Organisation</b>	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.
<b>Osko</b>	The Osko payment service provided by BPAY.
<b>Osko Payee</b>	A member who uses NPP and Osko to receive NPP and Osko Payments.
<b>Osko Payer</b>	A member who uses Osko to make NPP and Osko Payments or Adjustments.
<b>Osko Adjustment</b>	A transaction initiated by us or you to adjust or reverse an NPP and Osko Payment which has already been cleared and settled.
<b>Participating online merchant</b>	A retailer or merchant who offers goods or services for sale online, who is a participant in Visa Secure.
<b>Pass Code</b>	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: (a) PIN; (b) Digital Banking: Web Access Code or PIN; (c) Telebanker Telephone Access Code; (d) code generated by a security token; (e) a One Time Password provided by us via SMS or email to you; (f) fingerprint access; or (g) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a Card/Device (e.g. a security number printed on a debit Card). We may determine and change the application and use of Pass Codes from time to time.

<b>Pay Anyone</b>	A Digital Banking Facility offered by us by that name.	<b>Schedule of Fees</b>	The Schedule of Fees Accounts and Access Facilities available for review from our website at <a href="http://www.cua.com.au/fees">www.cua.com.au/fees</a> .
<b>PayID</b>	A unique account Identifier used for NPP Payments.	<b>Scheme</b>	A payment scheme through which transactions can be made from our account including: <b>(a)</b> BPAY; <b>(b)</b> Bank@Post; <b>(c)</b> Visa; <b>(d)</b> EFTPOS; <b>(e)</b> BECS (Bulk Electronic Clearing System) operated by Australia Payments Network Ltd trading as AusPayNet) <b>(f)</b> APCS (The Australian Paper Clearing System for Cheques operated by operated by Australia Payments Network Ltd trading as AusPayNet); and <b>(g)</b> the NPP.
<b>PayID Name</b>	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.	<b>Sending Financial Institution</b>	A financial institution whose customer has made an online payment.
<b>PayID Service</b>	The addressing service for sending and receiving NPP Payments.	<b>Service Provider</b>	A person engaged by BPAY to provide goods or services to BPAY in connection with BPAY payments, BPAY View or Osko.
<b>PayID Type</b>	A type of unique Identifier used for NPP Payments. PayID Types include phone numbers, email addresses, and PayIDs representative of an Organisation by Australian Business Number (ABN), name, product, campaign or region.	<b>Telebanker</b>	Our telephone banking service.
<b>Payment Direction</b>	A direction from an Osko Payer to effect an NPP Payment or Adjustment.	<b>Terms and Conditions</b>	These Terms & Conditions issued by us as varied from time to time, previously known as the <i>General Information, Terms &amp; Conditions Accounts and Access Facilities</i> .
<b>Periodical Payments</b>	Payments scheduled from account to account or account to loan, both within CUA or externally to another institution.	<b>TouchID</b>	An electronic fingerprint (or other biometric) recognition feature used to identify an individual for transaction authentication purposes.
<b>PIN</b>	Personal identification number.	<b>Unauthorised Transaction</b>	A transaction that is not authorised by a User.
<b>Privacy Law</b>	The <b>Privacy Act 1988</b> and other legislation designed to promote and protect the privacy of individuals and to regulate how Australian Government agencies and organisations handle personal information.	<b>User</b>	You or an individual you have authorised to perform transactions on your account, including: <b>(a)</b> a signatory to your account; <b>(b)</b> a person you authorise us to issue an additional Card to; or <b>(c)</b> your attorney.
<b>Privacy Policy</b>	Our CUA Group Privacy Policy. The Privacy Policy can be found at <a href="http://www.cua.com.au/privacy-policy">www.cua.com.au/privacy-policy</a> , or from CUA on request.	<b>Visa Scheme</b>	The Card Scheme operated by Visa.
<b>Receiving Financial Institution</b>	A financial institution whose customer has received an online payment.	<b>Visa Secure (formerly Verified by Visa)</b>	The online transaction authentication service provided by Visa that we give to you in conjunction with your Visa Debit Card.
<b>rediCARD</b>	A debit card issued by CUA that transacts via the EFTPOS Card Scheme and branded as 'rediCARD'. This can include a physical or digital card.	<b>Visa Debit Card</b>	The Visa debit Card issued to you or an Additional Cardholder by us. Visa Debit Card includes a Visa debit Card issued to you that is accessed via a mobile payment app and/ or Digital Wallet.
<b>rediCARD Plus</b>	A rediCARD that enables you to access your account using ATMs and EFTPOS terminals that are located overseas and display the Visa/Visa Plus logo.	<b>We, us, our, or CUA</b>	Credit Union Australia Ltd.
<b>Regular Payment Arrangement</b>	Either a recurring or an instalment payment agreement between you (the Visa Debit Cardholder) and a merchant in which you have pre-authorised 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.	<b>You, your or yours</b>	The person, persons or Organisation in whose name the CUA account and Access Facility is held.
<b>Scheduled Payments</b>	Is the term we refer to Periodical Payments created or edited in Digital Banking.		

# Schedule 1 - Visa Secure Conditions of Use

- (a) The Visa Secure service is designed to provide you with improved security when your Visa Debit Card is used to make a purchase online. These Visa Secure Conditions of Use govern the Visa Secure service and form the agreement between you and us regarding the use of the service.
- (b) Should your Visa Debit Card have been compromised in any way, please notify us immediately as you may be liable for Unauthorised Transactions.

## Accepting these Visa Secure Conditions of Use

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

## Application of Visa Secure Conditions of Use

- (a) These Visa Secure Conditions of Use apply to the Visa Secure service and the Visa Secure transactions conducted on your account. If there is any inconsistency between these Visa Secure Conditions of Use and other sections of the Terms and Conditions, the other sections of the Terms and Conditions will apply to the extent of the inconsistency.

## 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 Debit 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 Debit Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Debit Card.
- (d) In order to use Visa Secure, you must have the equipment and software necessary to make a connection to the Internet.

## Additional Cardholders

- (a) Subject to the Terms and Conditions, 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.

## 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.

## 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.

## 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.

## Exclusion of liabilities for Visa Secure services

- (a) Subject to any warranty which is imported into these Visa Secure 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) 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,

if you are dissatisfied with any aspect of the Visa Secure service, other than as provided for in these Terms and Conditions, your sole and exclusive remedy is to terminate participation in the Visa Secure transaction or service, as provided in these Visa Secure Conditions of Use.

## 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) 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 Card/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 Visa Secure 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.

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## Your liability for Visa Secure transactions

- (a) If you breach these Visa Secure 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.

## Visa Secure errors

- (a) 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.

## How to contact us

Call CUA on **133 282**

Via our **iM CUA app**

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

Through **Online Banking**

Drop into your local branch



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