



Queensland

Professional
Credit Union

ABN 81 087 651 045

AFSL 239562

ACCOUNT & ACCESS FACILITY

Terms and Conditions Statement

Date taking effect: 1 July 2010

The Queensland Professional Credit Union Account and Access Facility is issued by:
The Queensland Professional Credit Union

The following documents together constitute the complete conditions of use for Saving and Investment Accounts within the Credit Union:

- A. Summary of Accounts and Access facilities
- B. Fees, Charges and Free Services

How To Contact Us

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



Phone us on 1800 175 054 or 07 3221 6444



Write to us at
PO Box 12140
George Street QLD 4003



Fax us on 07 3114 5095



To report the loss, theft or unauthorised use of your Visa Card or Cue Card:

- **in Australia - call the Visa Card Hotline on 1800 621 199, 24 hours a day, everyday. Please also contact us to report the loss, theft or unauthorised use.**
- **overseas for VISA - call us before you travel overseas for the current VISA hotline arrangements**

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

Codes Of Conduct

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice.

Privacy

We have a privacy information statement that sets out:

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

We will give you the privacy information statement whenever we request personal information from you. It is always available on request and you can download it from our website at www.qldprofcu.com.au

How Our Conditions of Use Become Binding On You

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

Accessing Copies of the Conditions of Use

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

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Account Operations

What Is The Queensland Professional Credit Union Account and Access Facility?

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

- Visa Debit Card
- Member chequing
- BPAY® (registered to BPay Pty Ltd ABN 69 079 137 518)
- Telephone and internet banking
- EFTPOS and ATM access
- Direct debit requests

Please refer to the *Product Information Sheet for Deposit Accounts & Access Facilities* for available account types, the conditions applying to each account type and the access methods attaching to each account type.

How Do I Open An Account?

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

- complete a membership application form; and
- subscribe for a member share in the Credit Union.

Proof Of Identity Required

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

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

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

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

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

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

What Accounts Can I Open?

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

What Fees And Charges Are There?

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

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

What Interest Can I Earn On My Account?

Our Interest Rates brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts.

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

What Are The Taxation Consequences?

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

Disclosing Your Tax File Number (TFN)

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

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

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

Businesses need only quote their ABN instead of a TFN.

Trust Accounts

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

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

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

Third Party Access

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

You can specify which of your accounts under the Credit Union Account & Access Facility. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

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

Making Deposits To The Account

You can make deposits to the account:

- by cash or cheque at our branch at 85 George Street Brisbane
- by direct credit eg from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- by transfer from another account with us
- by transfer from another financial institution
- by cash or cheque at a Westpac branch using a specially encoded deposit book
- via Australia Post - Bank@Post,

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

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use: Section 7, on page 15.

Depositing Cheques Drawn on Australian Banks

You can only access the proceeds of a cheque when it has cleared. This usually takes 3 business days (or if the cheque deposit is via Bank@Post - **7 business days**). However, you can ask us for a special clearance for which we may charge a fee. Please refer to our *Fees & Charges and Transaction Limits* brochure for our current fee for special clearances.

Withdrawing Or Transferring From The Account

You can make withdrawals from the account:

- over the counter at our office, 85 George Street Brisbane
- by direct debit
- by member cheque, if your account is linked to a member cheque book
- via telephone or internet banking
- via BPAY® to make a payment to a biller
- at selected ATMs, if your account is linked to a Visa Card or Cue Card
- via selected EFTPOS terminals, if your account is linked to a Visa Card or Cue Card (note that merchants may impose restrictions on withdrawing cash)
- via Australia Post – Bank@Post.

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

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

Debiting Transactions Generally

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

Over The Counter Withdrawals

Generally, you can make over-the-counter withdrawals in cash or by buying a Credit Union corporate cheque. Please check:

- the *Summary of Accounts & Availability of Access Facilities* brochure for any restrictions on withdrawals applying to certain accounts;
- the *Fees & Charges and Transaction Limits* brochure for any applicable daily cash withdrawal limits or other transaction limits.

Withdrawals Using Our Corporate Cheques

This is a cheque the Credit Union draws payable to the person you nominate. You can purchase a corporate cheque from us for a fee: see the *Fees & Charges and Transaction Limits* brochure.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you need help.

Overdrawing An Account

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

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

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

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

Account Statements

We will send you account statements at least every 3 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees & Charges and Transaction Limits* brochure.

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

What Happens If I Change My Name Or Address?

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

Dormant Accounts

Your account becomes dormant if there have been no member generated transactions in the account other than a Term Deposit, for at least one year.

We will send a written notice to your last known address of our intention to classify the account as dormant.

Should you notify the credit union within 28 days you wish the account to be closed, the remaining balance will be forwarded to you.

If the account remains open and you have not transacted on the account within 28 days of the date of notice, the account will be classified as dormant.

We may then redeem your share and transfer the balance including the value of the share to a credit union Dormancy account. Monies in the Dormancy account are subject to a monthly fee and interest will cease to be paid from the date of transfer to the Dormancy account. (Please refer to the Fees & Charges and Free Services brochure)

Amounts of \$500 or more in the accounts that are dormant for seven years or more will be submitted to Australian Securities and Investment Commission (ASIC) as unclaimed monies.

Account Combination

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

On termination of your membership, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments.

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

Closing Accounts and Cancelling Access Facilities

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

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

We can:

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

Notifying Changes

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

Type of change	Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing interest rates	on the day of change
Changing any other term or condition	when we next communicate with you

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

- notification by letter;
- notification on or with your next statement of account;
- notification on or with the next newsletter;
- advertisements in the local or national media;
- notification on our website.

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

How We Send Notices & Statements

We may send you notices and statements:

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

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

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

Complaints

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

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

Member Chequing

Member Chequing

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

If you have insufficient funds in your nominated account we may instruct the Bank to dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees. Please refer to the section Overdrawing An Account on page 8.

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

Direct Debit

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

To cancel the DDR Service Agreement, you can contact either the biller, or us. If you contact us we will promptly **stop the facility**. We suggest that you also contact the biller.

If you believe a direct debit initiated by a biller is wrong you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

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

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

PayPal

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

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to do so
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so

- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

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

EFT Access Facilities & EFT Conditions Of Use

Section 1. Introduction and Description of EFT Access Facilities

Our EFT access facilities are:

Visa Debit Card	Internet Banking
Cue Card	Telephone Banking
BPAY®	

You can access an account using any of the EFT access facilities applicable to the account. Please refer to:

- the *Summary of Accounts & Availability of Access Facilities* brochure for the EFT access facilities available for each account type;
- the *Fees & Charges and Transaction Limits* brochure for fees and charges in relation to EFT access facilities and transactions.

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

Cue Card

Cue Card allows you to access your account at any ATM/EFTPOS terminal throughout Australia. We will provide you with a PIN to use with your Cue Card, which allows you to:

- withdraw cash from your account

We may choose not to give you a Cue Card if you are under 16.

Visa Card

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

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

Chargebacks for VISA Card

If a Visa Card transaction:

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

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. However, we can only do a chargeback if you inform us of the disputed transaction within the timeframe determined by Visa. Currently the shortest cut-off time for notifying of chargeback circumstances is 45 days after the transaction, although longer periods may apply in

particular circumstances. In some circumstances where the Electronic Funds Transfer Code of Conduct applies the time limits may not apply.

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

BPAY[®]

BPAY[®] allows you to pay bills bearing the BPAY[®] logo, through either telephone or internet banking.

Telephone and Internet Banking

Telephone banking gives you remote access to your account that allows you to obtain information about your account, to transfer money between accounts and to make BPAY[®] payments. Internet banking gives you remote access to your account that allows you to obtain information about your account, to transfer money between accounts, to make BPAY[®] payments and to transfer money to accounts at other financial institutions

Important Information You Need To Know Before Using Any EFT Access Facility

Before you use any EFT Access Facility you should:

- **familiarise yourself with your obligations to keep your access card, PINs, secret codes and passwords secure;**
- **familiarise yourself with the steps you have to take to report loss or theft of your Visa Card or Cue Card] or to report unauthorised use of your Visa Card or Cue Card, BPAY[®] or telephone or internet banking;**
- **check your statements regularly for any unauthorised use.**
- **ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and website addresses contained in the *How to Contact Us* section at page 2.**
- **ALWAYS REJECT any request to provide or to confirm details of your PIN, secret code or password. We will NEVER ask you to provide us with these details.**

If you fail to ensure the security of your access card, PIN, secret code or passwords, you may increase your liability for unauthorised transaction.

Section 2. Definitions

In these EFT Conditions of Use:

- (a) **“access method”** means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:
- in the case of internet banking or telephone banking – any combination of your member number and secret code or password;
 - in the case of BPAY[®] - any combination of your Visa Card, your account number, secret code or password;
 - in the case of Visa Card or Cue Card - your Visa Card or Cue Card and PIN used at an EFT terminal;

- (b) **“BPAY®”** means the electronic payment scheme called BPAY® operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY®, either via telephone or internet access or any other access method as approved by us from time to time;
- (c) **“business day”** means any day on which we are open for business;
- (d) **“EFT terminal”** means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card or Cue Card and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);
- (e) **“EFT transaction”** means an electronic funds transfer to or from your account using an access method and includes transactions carried out by means of:
- Cue Card
 - Visa Card
 - BPAY®
 - Internet Banking
 - Telephone Banking
- (f) **“home banking system”** means our system for providing internet banking or telephone banking;
- (g) **“internet banking”** means a service we provide from time to time through our internet site which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (h) **“internet site”** means our site at:
www.qldprofcu.com.au
- (i) **“telephone banking”** means a service we offer from time to time through a telephone communication network which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (j) **“we”, “us” or “our”** means the Queensland Professional Credit Union;
- (k) **“you”** means:
- the person or persons in whose name the Queensland Professional Credit Union Account and Access Facility is held;
 - any third party you nominate to operate on the Queensland Professional Credit Union Account and Access Facility; and
 - any person you authorise us to issue a Visa Card or Cue Card to.

Section 3. Security of Cards, PINs, Secret Codes & Passwords

1. The security of your access cards, PINs, secret codes and passwords is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN, secret code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.
2. You must not tell or show the PIN, secret code or password to another person.
3. You must take care to prevent another person, including your family and friends, from seeing you enter your PIN, secret code or password.
4. You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do use an obvious PIN, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the PIN, secret code or password before you notify us that the PIN, secret code or password has been misused or has become known to someone else.
5. You must not record the PIN, secret code or password on any other part of your access method or keep a record of the PIN, secret code or password on anything which is kept with or near any other part of your access method unless reasonable steps have been taken to carefully disguise the PIN, secret code or password or to prevent unauthorised access to that record.
6. You must not act with extreme carelessness in failing to protect the security of the PIN, secret code or password.

Section 4. How To Report Loss, Theft Or Unauthorised Use Of Your Visa Card or Cue Card Or PIN

1. If you believe your Visa Card or Cue Card has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours or the Visa Card or Cue Card HOTLINE at any time.

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

2. You must provide the following information when notifying us or the Visa Card or Cue Card HOTLINE:
 - (a) the Visa Card or Cue Card number;
 - (b) the name of your Credit Union; and
 - (c) any other personal information you are asked to provide to assist in identifying you and the Visa Card or Cue Card.
3. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.
4. After contacting the Visa Card or Cue Card HOTLINE, you should confirm the loss or theft as soon as possible at our office.
5. The Visa Card or Cue Card HOTLINE is available 24 hours a day, 7 days a week.
6. If the Visa Card or Cue Card HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the Visa Card or Cue Card HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

Section 5. How to Report Unauthorised Use Of Telephone Or Internet Banking

1. If you believe that your access method used for BPAY[®] or home banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately.

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

2. **If you believe an unauthorised EFT transaction has been made via BPAY[®] or home banking and your access method uses a PIN, secret code or password, you should change that PIN, secret code or password.**

Section 6. EFT Transaction Limits

1. We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. These transaction limits are set out in the *Fees & Charges and Transaction Limits* brochure.

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

2. We may also require you to apply for new transaction limits if you change any password or secret code in an access method. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

Section 7. Processing EFT Transactions

1. We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT transactions to or from your account in accordance with your instructions when the appropriate access method is used.
2. If you close your account before an EFT transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT transaction.
3. Transactions will not necessarily be processed to your account on the same day.

Section 8. Using Telephone Banking And Internet Banking

1. We will tell you from time to time:
 - (a) what services are available using telephone banking or internet banking;
 - (b) which of your accounts you can access using telephone banking or internet banking.
2. We cannot effect your telephone banking or internet banking instructions if you do not give us all the specified information or if you give us inaccurate information.
3. If you instruct us to make more than one payment from your account, we will determine the order of making the payments.
4. We do not warrant that:
 - (a) the information available to you about your accounts through our home banking service is always up to date;
 - (b) you will have 24 hours a day, 7 days per week, access to telephone banking or internet banking.
 - (c) data you transmit via telephone banking or internet banking is totally secure.
5. After you have finished accessing your account using:
 - (a) telephone banking, you must ensure that you end the telephone call to our telephone banking service;
 - (b) internet banking, you must ensure that you log off from our internet banking service.

Section 9. Using BPAY®

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

Section 10. Processing BPAY® Payments

1. We will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:
 - (a) you become aware of any delays or mistakes in processing your BPAY® payment;
 - (b) you did not authorise a BPAY® payment that has been made from your account; or
 - (c) you think that you have been fraudulently induced to make a BPAY® payment.

Please keep a record of the BPAY® receipt numbers on the relevant bills.
2. A BPAY® payment instruction is irrevocable.
3. Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
4. We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.
5. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see Section 10.9) when making a BPAY® payment or if you did not authorise a BPAY® payment that has been made from your account.

Please note that you must provide us with written consent addressed to the biller who received 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.
6. A BPAY® payment is treated as received by the biller to whom it is directed:

- (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
 - (b) otherwise, on the next banking business day after you direct us to make it.
Please note that the BPAY[®] payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY[®] does not process a BPAY[®] payment as soon as they receive its details.
7. Notwithstanding this, a delay may occur processing a BPAY[®] payment if:
- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY[®] payment;
 - (b) you tell us to make a BPAY[®] payment on a day which is not a banking business day or after the cut off time on a banking business day; or
 - (c) a biller, or another financial institution participating in BPAY[®], does not comply with its BPAY[®] obligations.
8. If we are advised that your payment cannot be processed by a biller, we will:
- (a) advise you of this;
 - (b) credit your account with the amount of the BPAY[®] payment; and
 - (c) take all reasonable steps to assist you in making the BPAY[®] payment as quickly as possible.
9. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY[®] payment and later discover that:
- (a) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess; or
 - (b) the amount you paid was less than the amount you needed to pay - you can make another BPAY[®] payment for the difference between the amount you actually paid and the amount you needed to pay.
10. If you are responsible for a mistaken BPAY[®] payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

Section 11. Future-Dated BPAY[®] Payments

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

1. You may arrange BPAY[®] payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:
- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY[®] payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
 - (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY[®] payment will not be made and you may be charged a dishonour fee.
 - (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
 - (d) You should contact us if there are any problems with your future-dated payment.
 - (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY[®] payment on or after that date.

Section 12. Consequential Damage For BPAY[®] Payments

1. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
2. We are not liable for any consequential loss or damage you suffer as a result of using BPAY[®], other than loss due to our negligence or in relation to any breach of a condition or warranty

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

Section 13. Using Your Visa or Cue Card

1. You agree to sign the Visa Card or Cue Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Card or Cue Card. You must ensure that any other cardholder you authorise also signs their Visa Card or Cue Card immediately upon receiving it and before using it.
2. We will advise you from time to time:
 - (a) what EFT transactions may be performed using the Visa Card or Cue Card];
 - (b) what EFT terminals of other financial institutions may be used; and
 - (c) what the daily cash withdrawal limits are.

Please refer to the Fees & Charges and Transaction Limits brochure for details of current transaction limits. Also note Section 6 on page 15 that sets out how we can vary daily withdrawal limits from time to time.
3. You may only use your Visa Card or Cue Card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Visa Card or Cue Card to access.
4. The Visa Card or Cue Card always remains our property.

Section 14. Using Visa or Cue Card Outside Australia

1. Use of the Visa Card or Cue Card outside Australia must comply with any exchange control requirements.
2. 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.
3. All transactions made overseas on the Visa Card or Cue Card will be converted into Australian currency by Visa International, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
4. All transactions made overseas on the Visa Card or Cue Card may be subject to a conversion fee payable to INDUE, the principal member of Visa International under which your Credit Union can provide you with the Visa card. Please refer to the *Fees & Charges and Transaction Limits* brochure for the current conversion fee.
5. Some overseas merchants and EFT terminals charge a surcharge for making an EFT transaction using your Visa card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
6. Before travelling overseas, you should obtain the Visa international card HOTLINE number for your country of destination as well as the Cue Card Plus HOTLINE number from us.

Section 15. Additional Visa Card or Cue Card Information

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

- (b) taken all reasonable steps to have the additional Visa Card or Cue Card returned to us.

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

Section 16. Use After Cancellation Or Expiry Of The Visa Card or Cue Card

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

Section 17. Exclusions Of Visa Card or Cue Card Warranties And Representations

1. We do not warrant that merchants or EFT terminals displaying Visa Card or Cue Card signs or promotional material will accept the Visa Card or Cue Card.
2. We do not accept any responsibility should a merchant, bank or other institution displaying Visa Card or Cue Card signs or promotional material, refuse to accept or honour the Visa Card or Cue Card.
3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

Section 18. Your Liability For EFT Transactions

1. You are liable for all losses caused by an unauthorised EFT transaction unless any of the circumstances specified in this Section apply.
2. You are not liable for losses caused by unauthorised EFT transactions:
 - (a) where it is clear that you have not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - us;
 - any organisation involved in the provision of the EFT system or BPAY[®];
 - in the case of Visa Card or Cue Card - any merchant; or
 - in the case of BPAY[®] - any biller;
 - (c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;
 - (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
 - (e) resulting from unauthorised use of your access method or any part of your access method:
 - before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
 - after you notify us in accordance with Section 4 or 5 that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.
3. You will be liable for any loss of funds arising from unauthorised EFT transactions if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:
 - (a) your fraud or, where relevant, your failure to keep the PIN, secret code or password secure in accordance with Section 3(2), (3), (4), (5) or (6); or

- (b) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- (c) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
 - (d) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
 - (e) all losses incurred on any account which you had not agreed with us could be accessed using the access method.
4. Where a PIN, secret code or password is required to perform the unauthorised EFT transaction and Section 18(3) does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, is the lesser of:
 - (a) \$150;
 - (b) the balance of your account, including any prearranged credit; or
 - (c) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN, secret code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).
 5. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these EFT Conditions of Use or acted negligently or fraudulently under these EFT Conditions of Use.
 6. In the case of BPAY[®], if you notify us that a BPAY[®] payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY[®] payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY[®] payment.
 7. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct, where the code applies.
 8. If, in cases not involving EFT Transactions, the Visa Card or PIN are used without authority, you are liable for that use before notification to your Credit Union or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

Section 19. Malfunction

1. You will not be responsible for any loss you suffer because the home banking system, BPAY[®], or an EFT terminal accepted your instructions but failed to complete an EFT transaction.
2. In the event that there is a breakdown or interruption to our home banking system or any BPAY[®] system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

Section 20. Cancellation Of Visa Card or Cue Card Or Of Access To Home Banking Service Or BPAY[®]

1. You may cancel your Visa Card or Cue Card, your access to telephone banking, internet banking or BPAY[®] at any time by giving us written notice.
2. We may immediately cancel or suspend your Visa Card or Cue Card or your access to telephone banking, internet banking or BPAY[®] at any time for security reasons or if you breach these EFT Conditions of Use. In the case of Visa Card or Cue Card, we may cancel the Visa Card or Cue Card by capture of the Visa Card or Cue Card at any EFT terminal.

3. We may cancel your Visa Card or Cue Card or your access to telephone banking, internet banking or BPAY[®] for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
4. In the case of Visa Card or Cue Card, you will be liable for any transactions you make using your Visa Card or Cue Card before the Visa Card or Cue Card is cancelled but which are not posted to your account until after cancellation of the Visa Card or Cue Card.
5. In the case of telephone banking, internet banking or BPAY[®], if, despite the cancellation of your access to telephone banking, internet banking or BPAY[®], you carry out an EFT transaction using the relevant access method, you will remain liable for that EFT transaction.
6. Your Visa Card or Cue Card or your access to telephone banking, internet banking or BPAY[®] will be terminated when:
 - (a) we notify you that we have cancelled your Visa Card or Cue Card or your access method to the account with us;
 - (b) you close the last of your accounts with us to which the Visa Card or Cue Card applies or which has telephone banking, internet banking or BPAY[®] access;
 - (c) you cease to be our member; or
 - (d) you alter the authorities governing the use of your account or accounts to which the Visa Card or Cue Card applies or which has telephone banking, internet banking or BPAY[®] access (unless we agree otherwise).
7. In the case of Visa Card or Cue Card, we may demand the return or destruction of any cancelled Visa Card or Cue Card.