



Bank of Melbourne

Corporate and Business Accounts and Payment Services

Terms and Conditions
and General Information

Effective Date: 01 July 2014

This document contains the terms and conditions for the accounts listed in Section A.

It is part of a Product Disclosure Statement for those accounts.

The Corporations Act does not require us to give customers a Product Disclosure Statement for accounts with credit facilities or accounts no longer offered (Personal Cheque Account and Statement Savings Account in Section A). However, for ease of reference, we use the term “Product Disclosure Statement” or “PDS” to refer to the terms and conditions, fees and charges and interest rate particulars for those accounts.

These Corporate and Business Accounts and Payment Services Terms and Conditions and General Information (Terms and Conditions) are part of a Product Disclosure Statement (PDS) for Bank of Melbourne:

- transaction accounts, savings accounts, trust accounts and investment accounts (Accounts) listed in Tables 1 or 2 in Section A of these Terms and Conditions (see pages 9-11);
- payment services (Payment Services) identified in clause 1 of these Terms and Conditions (see page 15).

These Terms and Conditions were prepared on 10 September 2012. However, they are intended to be used only for services provided after the effective date shown on the cover.

There are three parts to the PDS for Accounts. These Terms and Conditions set out the features, benefits, terms and conditions that will apply to your Bank of Melbourne Corporate and Business Accounts. The other documents that make up the PDS for Bank of Melbourne Corporate and Business Accounts are the current versions of our:

- Corporate and Business Accounts and Payment Services Fees and Charges and how to minimise them booklet (Fees and Charges and how to minimise them booklet); and
- Corporate and Business Accounts Interest Rates at a glance (Interest Rates Brochure).

There are two parts to the PDS for Payment Services. These Terms and Conditions set out the features, benefits, risks, terms and conditions that apply to your Bank of Melbourne Payment Services. The other document that makes up the PDS for Bank of Melbourne Payment Services is the current version of our Fees and Charges and how to minimise them booklet.

Please let us know if you did not receive all parts of the PDS at the same time when:

- you opened your Account or first obtained a Payment Service; or
- you requested a copy of the PDS for Bank of Melbourne Corporate and Business Accounts and Payment Services.

The PDS is an important document. Please read the PDS carefully as it will help you to:

- decide whether a Bank of Melbourne Corporate and Business Account or Payment Service will meet your needs; and
- compare the Bank of Melbourne Corporate and Business Accounts and Payment Services to other bank accounts and other payment services you may be considering.

The products to which this PDS applies are financial products issued by Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

You may contact us:

- by calling **13 82 66**, 24 hours a day, seven days;
- by email: bankofmelbourne@bankofmelbourne.com.au or by visiting our website: **bankofmelbourne.com.au**;
- by calling any of our Corporate and Business Bank Branches and Private Bank;
- by writing to us at Locked Bag 20037, Melbourne VIC 3001; and
- by faxing us at **03 9982 4183**.

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Section A - Summary of the Features and Benefits of our Accounts

Table 1 - Summary of the features and benefits of our Accounts

Account features	Information	Business Cheque Account	Business Cheque Account (non-interest)	Cash Management Account	Cash Management Account (No Cheque)	Call Deposit Account	Regulated Trust Account*
Minimum opening deposit		Nil	Nil	\$5,000	\$5,000	\$5,000	Nil
Can open by phone		X	X	X	X	X	X
Funds at call		✓	✓	✓	✓	✓	✓
Overdraft facility option	Clause 19	✓	✓	✓	✓	X	X
Interest off-set facility	Clause 26	X	X	X	X	X	X
Statements	Clause 15	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
ATM mini transaction history		X	X	X	X	X	X
Interest accrued	Clause 12	✓	X	✓	✓	✓	✓
Daily interest calculated on full savings balance	Clause 12	✓	X	✓	✓	✓	✓
Interest paid on last day of current month	Clause 12	✓	N/A	✓	✓	✓	✓
Tiered interest rates	Clause 12	✓	N/A	✓	✓	✓	✓

* Including Solicitor's Trust Account, Real Estate Agent Trust Account and Other Trust Account. All features and benefits of a Regulated Trust Account will be subject to the legal requirements of the specific trust.

Table 1 – Summary of the features and benefits of our Accounts continued

Account Features	Information	Business Cheque Account	Business Cheque Account (non-interest)	Cash Management Account	Cash Management Account	Cash Management Account (No Cheque)	Call Deposit Account	Regulated Trust Account*
Visa Debit Card access	Section G	✓	✓	✓	✓	✓	✗	✗
Deposit Only Card	Clause 17	✓	✓	✓	✓	✓	✓	✓
Internet Banking**	Section H	✓	✓	✓	✓	✓	✓	✗
Phone Banking**	Section H	✓	✓	✓	✓	✓	✓	✗
Cheque book	Section F	✓	✓	✓	✓	✗	✗	✓
Periodical payments, direct debits and direct credits	Section J	✓	✓	✓	✓	✓	✓	✗
BPAY® Payment	Section I	✓	✓	✓	✓	✓	✓	✗
Telegraphic transfer		✓	✓	✓	✓	✓	✓	✓
Branch access		✓	✓	✓	✓	✓	✓	✓
Agency/Bank@Post™ agency banking	Clause 7	✓	✓	✓	✓	✓	✓	✓
Business Banking Online	Section K	✓	✓	✓	✓	✓	✓	✗
Passbook	Clause 16	✗	✗	✗	✗	✗	✗	✗

* Including Solicitor's Trust Account, Real Estate Agent Trust Account and Other Trust Account. All features and benefits of a Regulated Trust Account will be subject to the legal requirements of the specific trust.

** If you have Internet and Phone Banking each Authorised Signatory can operate the Account. Accordingly, if you want more than one person to approve a transaction you should not register for Internet and Phone Banking.

Table 2 - Summary of the Features and Benefits of our Accounts that are no longer offered to customers

Account Features	Information	Personal Cheque Account	Statement Savings Account	Executive Housing Interest Saver Account
Minimum opening balance		N/A	N/A	N/A
Minimum continuing balance to avoid Account keeping fee		\$2000	NIL	NIL
Can open by phone		N/A	N/A	N/A
Funds at call		✓	✓	✓
Overdraft facility option	Clause 19	✓	✓	✗
Interest Off-set facility	Clause 26	✗	✗	✓ ¹
Statements	Clause 15	Monthly	Monthly	Monthly
ATM mini transaction history		✗	✗	✗
Interest accrued	Clause 12	✓	✓	✗
Daily interest calculated on full savings balance	Clause 12	✓	✓	✗
Interest paid on last day of current month	Clause 12	✓	✓	N/A
Tiered interest rates	Clause 12	✓	✓	N/A
Visa Debit Card access	Section G	✓	✓	✓
Deposit Only Card	Clause 17	✓	✓	✓
Internet Banking	Section H	✓	✓	✓
Phone Banking	Section H	✓	✓	✓
Cheque book	Section F	✓	✗	✓
Periodical payments, direct debits and direct credits	Section J	✓	✓	✓
BPAY® Payment	Section I	✓	✓	✓
Telegraphic transfer		✓	✓	✓
Branch access		✓	✓	✓
Agency/Bank@Post™ agency banking	Clause 7	✓	✓	✓
Business Banking Online	Section K	✓	✓	✓
Passbook	Clause 16	✗	✗	✗

Section B - Terms and Conditions that apply to all Accounts and all Payment Services

1. Important words

Access Method means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an Account.

It comprises the use of one or more components including a Card, Card number, PIN, Password, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

Account means an Account held by you with us listed in Tables 1 or 2 of Section A of these Terms and Conditions;

Additional Cardholder means any person to whom a Card has been issued at your request under clause 36.2;

ATM means an automated teller machine owned by us or someone else;

At Risk Transaction means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

Authority to Operate means a form with that general description which is available at any Branch;

Bank@Post™ and its device mark are trade marks (registered or unregistered) of the Australian Postal Corporation ABN 28 864 970 579;

Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

Banking Service means any Account or Payment Service to which this PDS applies;

BPAY® means BPAY Pty Ltd ABN 69 079 137 518 of Level 4, 3 Rider Blvd, Rhodes NSW 2138 Tel: 02 9646 9222;

BPAY® Scheme means the scheme described in clause 48;

Branch means any Bank of Melbourne branch and any branch agency. A branch agency is a Bank of Melbourne agency at which deposits or withdrawals can be made;

Business Banking Online means a service we offer through the internet to enable you to receive information from us and to transmit an instruction file containing instructions for us to carry out funds transfers on your behalf to and/or from your Accounts or any other services offered;

Business Day means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

Card means any authorised card issued by us for your Account and includes a Visa Debit Card that can be used to access your Account;

Contactless Transaction means a purchase transaction made by holding your Card (which is capable of making a Contactless transaction) in front of a Contactless terminal and without having to insert or swipe it;

Contactless Terminal means a Terminal which can be used to make a Contactless transaction;

Cardlink Services Limited means Cardlink Services Limited ABN 60 003 311 644 of Level 4, 3 Rider Blvd, Rhodes NSW 2138 Tel: 02 9646 9222;

Corporate & Business Bank Branch means any of the Corporate & Business Bank Branches and Private Bank;

Deposit Only Card means a card issued by us that can be used to make deposits through selected Bank@Post™ outlets;

Digital Certificate means the security device used to access Accounts using Business Banking Online;

EFT Account means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method;

EFT Code means the Electronic Funds Transfer Code of Conduct, as amended from time to time;

EFTPOS means a point of sale electronic banking facility available at retail or wholesale outlets;

EFT System means the network of electronic systems used for the transmission of EFT Transactions;

EFT Transaction means a transfer of funds initiated by an instruction you give through Electronic Equipment using an Access Method to debit or credit an EFT Account;

Electronic Equipment includes a Terminal, computer, television and telephone;

Fees and Charges and how to minimise them booklet means the current Corporate & Business Accounts and Payment Services Fees and Charges and how to minimise them booklet setting out the fees and charges payable by you when you perform a transaction using your Account or a Payment Service;

Financial Institution means any bank, building society or credit union;

GST means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

Including or **such as** or **for example**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

Interest Rates Brochure means the current Interest Rates Brochure setting out the interest rates that apply to an Account;

Internet and Phone Banking means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify;

Internet and Phone Banking Access Number means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

Internet and Phone Banking Security Number means the personal identification security number used in conjunction with the Internet and Phone Banking Access Number and Internet Banking Password to access Internet and Phone Banking;

Internet Banking means the internet banking service offered by Bank of Melbourne;

Internet Banking Password means the Password you select for use in conjunction with the Internet and Phone Banking Access Number and the Internet and Phone Banking Security Number to access Internet Banking;

Linked Account means any Account which is linked to a Card other than the Account;

Merchant means a supplier of goods or services purchased by use of a Card;

Other Bank ATM includes any non-Bank of Melbourne branded and non-BankSA branded ATM;

Password means the Password or number used in conjunction with your Account and which is not a PIN;

Payment Cut-Off Time means, with respect to a Banking Business Day, the time specified in clause 59 for that day;

Payment Service includes any of the following services offered by us:

- Card;
- Internet Banking;
- Phone Banking;
- cheque;
- periodical payment;
- direct debit;
- BPAY® Payment;

PDS means this Product Disclosure Statement for an Account or Payment Service. The PDS for an Account is made up of the terms and conditions set out in this booklet, the Fees and Charges and how to minimise them booklet and the Interest Rates Brochure. The PDS for a Payment Service is made up of the terms and conditions set out in this booklet and the Fees and Charges and how to minimise them booklet.

We are not required to issue a PDS for some Accounts. However, for ease of reference, we refer to the terms and conditions, fees and charges and interest rate particulars for those accounts as a PDS;

Phone Banking means the telephone banking service offered by Bank of Melbourne;

PIN means a personal identification number used in conjunction with a Card;

Related Entity means a company owned by us;

Scheduled Payment means a BPAY® Payment, a third party payment or a funds transfer you request us to make at a later date;

Secure Code means a randomly generated code that we send to you to authenticate each At Risk Transaction. The Secure Code is sent to your Australian mobile phone number by SMS or an Australian landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

Secure Code Service means our method of Two Factor Authentication where we send you a Secure Code to authenticate an At Risk Transaction performed by you using Internet Banking;

Small Business means a business having:

- (a) less than 100 full-time (or equivalent) people if the business is, or includes, the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people;

but does not include a business that obtains an Account or Payment Service for use in connection with a business that does not meet the elements in

(a) or (b) above;

Terminal means an electronic device (including an ATM, PINpad, cash dispenser unit, eftpos terminal, Contactless terminal or any other electronic funds transfer device) in which the combined use of a Card and a PIN or use of a Card alone may be used to operate an Account, but does not include Internet and Phone Banking or Business Banking Online;

Third Party Payments means:

- (a) a payment made to a third party;
- (b) a payment made to an account, in the name of the person authorising the payment, at another Financial Institution;

Two Factor Authentication means a security authentication process in which a customer provides

a Financial Institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the Financial Institution to the customer's physical device, e.g. a mobile phone or a landline phone;

Visa Debit Card means a debit card that allows you to access your Account through the EFT System and ATMs using the Visa network;

we or us or Bank of Melbourne or the Bank means Bank of Melbourne Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns;

Westpac Group means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its related bodies;

you means the Account holder in relation to an Account and the user of a Payment Service in relation to a Payment Service.

2 About the PDS

2.1 The PDS sets out all the terms and conditions that govern:

(a) the Accounts; and

(b) any Payment Service provided by us to you;

but will not apply to the extent that these Terms and Conditions are inconsistent with or expressly overridden by the terms and conditions of the credit contract, if any, relating to an Account.

The PDS applies to all Payment Services listed in clause 1.

2.2 You should read the PDS carefully and any other terms and conditions we give you which we advise, apply to your Account or Payment Service.

2.3 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the Account or Payment Service we make available to you.

- 2.4 We warrant that we comply with the EFT Code. If your Account is designed primarily for use by a business and established primarily for business purposes, the EFT Code will not apply to it.
- 2.5 If any other information about an Account or a Payment Service is made available, it may be accessed by calling the General Customer Enquiries number on the outside of the back cover of these Terms and Conditions, by calling any Corporate & Business Bank Branch or the Private Bank, by email: **bankofmelbourne@bankofmelbourne.com.au** or by visiting our website: **bankofmelbourne.com.au**.

3 Changes to the PDS

- 3.1 The PDS can be changed by us at any time if we change it in accordance with any applicable law.
- 3.2 We will notify you of:
- (a) any change to any of the matters specified in the PDS; and
 - (b) any event that affects any of the matters specified in the PDS, in the way set out on the following page.
- 3.3 The table on the following page sets out when and how we will notify you about certain changes or events.
- 3.4 We will notify you in one of the following ways:
- (a) in writing. We may write to you directly or notify you in the media, depending on the change to the PDS and unregulated account terms; or
 - (b) electronically (where the EFT Code and the Code of Banking Practice permit and if you agree);
 - (c) in any other way agreed to by you; or
 - (d) by notifying your agent in any way agreed to by the agent.

- 3.5 If we need to give you written notice, we will regard that notice as given to you 3 Business Days after we post it by ordinary mail to the mailing address we have last recorded. If you change your address and don't tell us, you will be considered to be notified if we write to the old address.
- 3.6 If the Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for the Account.
- 3.7 If the Government introduces or changes a Government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.
- 3.8 Where the EFT Code and the Code of Banking Practice permit, and if you agree, we may use electronic means to communicate with you. For example, sending you electronic statements, written notices or other communications about our products and services.

Type of change or event	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge; or (b) increase any fee or charge; or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the minimum balance to which an account keeping fee applies; or (f) change the balance ranges within which interest rates apply to an Account; or (g) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges relating solely to the use of an Access Method or for the issue of an additional or replacement Access Method; or (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on the use of an Access Method, Account or Electronic Equipment. 	<p>We will give written or electronic notice to you at least 30 days before the change or event takes effect.</p>
<p>B If we make any other change that affects this PDS or the unregulated account terms.</p>	<p>We will notify you in the media, or in writing or electronic notice on or before the day that the change takes effect.</p>

3.9 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account.

4 Your privacy

4.1 When you apply for an Account or Payment Service from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the particular Account or Payment Service.

- 4.2 We handle your personal information in accordance with the privacy statement in the application form for the Account or Payment Service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by asking at any Branch or by calling us on the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions. Our website privacy policy is also available by visiting our website: **bankofmelbourne.com.au**
- 4.3 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:
- (a) disclosure is compelled or permitted by law; or
 - (b) there is a duty to the public to disclose; or
 - (c) our interests require disclosure; or
 - (d) disclosure is made with your express or implied consent.
- 4.4 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwlth) permits disclosure of such information.
- 4.5 If your Account is in more than one person’s name or if there are Additional Cardholders, you agree that each person may use the Account and have access to information about the Account without your or any Additional Cardholder’s consent.
- 4.6 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, Accounts with us and statements relating to those Accounts. We may charge you our reasonable costs of supplying this information. Any fee is shown in the Fees and Charges and how to minimise them booklet. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.

- 4.7 You must promptly advise us of any change of name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details. Please refer to clause 18.1 for further information.
- 4.8 We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 13 22 66 or visit any of our branches if you do not wish to receive marketing communications from us.
- 4.9 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 667 156 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

5 Security and permitted disclosure of an Internet Banking Password, a PIN, Password or Internet and Phone Banking Security Number.

- 5.1 For your own security against loss, you should safeguard any payment instruments that relate to your Account such as cheques, passbooks or Cards, and any Internet Banking Password, PIN, Password, Internet and Phone Banking Security Number or security device relating to a payment instrument.

Further information about security is set out in clauses 24.2 to 24.7 (for Passwords), 38.1 to 38.11 (for Cards and PINs) and 47.1 to 47.9 (for Internet and Phone Banking Access Methods).

- 5.2 If you want a third party to collect information about your Accounts from us so that it can be aggregated with information about Accounts you have, you may be asked to give details of your PIN, Internet Banking Password, Internet and Phone Banking Security Number or Internet and Phone Banking Access Number to that third party. Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your Internet Banking Password, PIN, Internet and Phone Banking Security Number or Internet and Phone Banking Access Number to a third party we have approved as a breach by you of clauses 24 (for Passwords), 38 (for Cards and PINs) and clause 47 (for Internet and Phone Banking Access Methods).

6 Problems, disputes and complaints

- 6.1 If you believe an error has been made, please notify us by contacting your nearest Branch. We will correct any error that is found to be ours as soon as possible.
- 6.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel.

You can do this by:

- (a) contacting the Branch where the problem arose; or
- (b) phoning the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions.

- 6.3 assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.

Disputes

- 6.4 If the matter is not resolved to your immediate satisfaction, you can follow the complaints procedures set out below.

Complaints

- 6.5 If you have a credit contract relating to the Account, you may also have rights regarding disputes under the Consumer Credit Code which are not referred to below. Further information about these rights may be obtained by:
- (a) phoning the General Consumer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions; or
 - (b) referring to our Customer Satisfaction brochure; or
 - (c) contacting a government consumer agency.
- 6.6 You can lodge a complaint at any of our Branches or telephone or write to the Senior Manager, Customer Relations at our head office in Melbourne. The relevant details are set out on the outside of the back cover of these Terms and Conditions.
- 6.7 If we do not immediately resolve your complaint to your satisfaction we will advise you in writing of our procedures for investigating and handling complaints.

- 6.8 If it is unclear whether you have contributed to any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that your Account has been accessed with the correct Access Method, whilst significant, will not be conclusive evidence that you have contributed to the loss.
- 6.9 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a Merchant). Where we have been notified by another party to the shared EFT System, or form the view that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit.
- 6.10 If you request, we will provide you with further details about any correction shown on your Account statement.
- 6.11 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 6.12 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 6.13 We will inform you in writing of our decision relating to an EFT Transaction dispute, and if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute unless we agree with you that the notice can be given verbally.

- 6.14 The next available step is the Financial Ombudsman Service (FOS). This is a free, external and independent process for resolving disputes between banks and customers, provided the FOS has the power to deal with your dispute. The address and phone number of the FOS are listed on the back cover of these Terms and Conditions. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Privacy Commissioner. Please refer to “Protecting Your Privacy” brochure discussed in clause 4.2 for further information.
- 6.15 If, in relation to an EFT Transaction, we fail to observe these Terms and Conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 6.16 If you have a complaint which relates to the BPAY[®] Scheme, and you are not an individual or your complaint or dispute is not in relation to private or domestic purposes, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY[®] Scheme.
- 6.17 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Department of Consumer Affairs.

7 Agencies

- 7.1 We may offer a range of Banking Services through agents appointed by the Bank to provide such services. The full range of Banking Services provided by us may not be available through any such agent. Further there may be some restrictions on how these services operate and on cash transaction limits at particular agents. Please contact any of our Corporate & Business Bank Branches if you require further details.

- 7.2 We may pay commissions and make other payments to agents in relation to the Banking Services they perform under this clause.

8 Trade Practices, appropriate use of our services and Australian Government's Financial Claims Scheme

Trade Practices

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

Appropriate use of our services

You warrant that your use of the services we provide will not breach any law of Australia or any other country.

Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other Financial Institutions, third parties and members of the Westpac Group; and
- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

Australian Government's Financial Claims Scheme

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> or by calling the APRA hotline on 1300 55 88 49.

9 GST

- 9.1 We tell you if any fees we charge you are GST inclusive.
- 9.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 9.3 We will tell you of any additional GST amount you must make on a payment.

10 Significant taxation implications

Interest earned on an Account is taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

Section C - Terms and Conditions that apply to all Accounts

11 Opening an Account

- 11.1 When you open an Account with us you will need to provide information requested about you and information necessary to enable identification of signatories. We may charge you a fee for opening an Account. Please refer to the Fees and Charges and how to minimise them booklet.
- 11.2 When you open an interest bearing Account with us, you may quote us your Tax File Number (TFN) or an exemption, if one applies. Collection of TFNs by us is authorised by the tax law. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your TFN or an exemption.
- 11.3 General descriptive information about TFNs is set out in Section L of these Terms and Conditions.
- 11.4 We have the right to refuse to open an Account or undertake a Payment Service for any person, if we comply with all applicable laws.
- 11.5 A parent, grandparent, other relative or guardian can open an Account (a "Proxy Account") as proxy for someone who cannot give an acceptable specimen signature. Not all Accounts can be opened on a proxy basis. Please contact any of our Branches for further details.
- 11.6 No amounts can be withdrawn from a Proxy Account until the person, for whom the Account is opened, is able to give an acceptable specimen signature so that they can operate the Account either alone or jointly with the parent, grandparent, other relative or guardian.
- 11.7 All money in the Proxy Account is the property of the person for whom the Account is opened and not the parent, grandparent, other relative or guardian who opened the Account.

12 Interest

- 12.1 The current interest rate on credit balances in your Account is set out in the Interest Rates Brochure. You can obtain a copy of the Interest Rates Brochure on request from any of our Corporate & Business Bank Branches, or by phoning the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions.
- 12.2 With the exception of a Linked Account under an interest off-set facility such as the Executive Housing Interest Saver Account, interest is calculated daily on the balance of the Account at the end of each day, including the day of deposit but excluding the day of withdrawal. Interest is credited to your Account at the end of the month indicated in Tables 1 and 2 of Section A. Any interest credited to your Account is available for your use on the next Banking Business Day after it has been credited to the Account.
- 12.3 We may change the interest rate for an Account at any stage. We will notify you in the media of any changes to the interest rate in accordance with clause 3.
- 12.4 Tables 1 and 2 of Section A indicate those Accounts that have tiered interest rates. If you open an Account that has tiered interest rates, the interest rate for the Account may change depending on the new balance in the Account. The current interest rates that apply for different balances are set out in the Interest Rates Brochure. We may change the interest rate that applies to a balance at any time. The new interest rate will apply automatically when your balance changes. The interest is calculated and paid in accordance with clause 12.2.
- 12.5 If you require an off set facility, it must be separately agreed with us. The off set facility will vary the applicable interest rate, how interest is calculated and when interest will be debited or credited to an Account included in the off set facility.

13 Fees and Charges and how to minimise them booklet

- 13.1 The Fees and Charges and how to minimise them booklet shows current fees and charges (including Government charges) for Accounts. You can get a copy at any Corporate & Business Bank Branch, or you can ring the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions to request a copy.
- 13.2 We may debit any fees and charges payable under these Terms and Conditions and any reasonable expenses we incur in enforcing this agreement to the Account in relation to which they are charged.
- 13.3 Accounts which are part of an off set facility may incur additional fees and charges, all of which will be contained in the off set facility agreement.
- 13.4 We may vary the fees and charges payable on your Account and introduce new fees and charges to your Account. If we do so, we will notify you in accordance with clause 3. Please refer to the Fees and Charges and how to minimise them booklet.

14 Adjustment of debits and credits to your Account

- 14.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 14.2 We may subsequently adjust debits and credits to the Account and the balance on your Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest on the Account).

15 Statement of Account

- 15.1 We will send you a statement of Account for your Account unless:
- (a) some other form of recording transactions is agreed (such as Internet); or
 - (b) you request us not to send you a statement and we are not required by law to do so.
- 15.2 If we send you statements of Account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every 6 months. If you want more frequent statements, you may request this from us by calling your Corporate & Business Bank Branch. A fee may apply if you ask for and receive more than one statement in a calendar month. Please refer to the Fees and Charges and how to minimise them booklet.
- 15.3 Copies of statements of Account are also available on request. You will be charged a fee for a copy of a statement provided on request. Please refer to the Fees and Charges and how to minimise them booklet.
- 15.4 We will send the statement of Account to you in one of the following ways:
- (a) in writing;
 - (b) electronically (where the EFT Code and the Code of Banking Practice permit and if you agree);
 - (c) in any other way agreed to by you; or
 - (d) by notifying your agent in any way agreed to by the agent.
- 15.5 If you are a joint Account holder living at the same address as another joint Account holder of the same Account, you can request us to send only one statement of Account to that address. If you do not request us to send the statement of Account to that address or if joint Account holders live at different addresses notified to us, on request we will send statements to up to two different addresses.
- 15.6 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. Any credit made

in error to your Account must be returned to us as soon as possible. We will debit your Account for that amount even if it will result in your Account being overdrawn and if necessary take recovery proceedings against you.

- 15.7 In some circumstances, card scheme rules allow us to charge a transaction on the Account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Account. If it is available, we will claim a chargeback right for a transaction on your Account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

- 15.8 If we have issued a Visa Debit Card on your Account, a statement of the Account may not indicate the amount of available funds on your Account. Please refer to clause 35.2 for further information.
- 15.9 Records of recent transactions on your Account may be available at your Corporate & Business Bank Branch, Internet and Phone Banking or by phoning the General Customer Enquiries phone number on the outside of the back cover of these Terms and Conditions.
- 15.10 Clauses 15.1, 15.2 and 15.4 of these Terms and Conditions are subject to all laws and the terms of the credit contract, if any, relating to the Account, the Code of Banking Practice and the EFT Code.

16 Passbooks

We do not offer a passbook on any of our Accounts to which these Terms and Conditions apply.

17 Deposits

- 17.1 Some Accounts require a minimum opening deposit. The details are in Table 1 in Section A of these Terms and Conditions.
- 17.2 A cheque deposited to an Account is not available for withdrawal until cleared. We may refuse to accept any cheque for deposit in our absolute discretion. Normal clearance times on deposits are shown in the Fees and Charges and how to minimise them booklet. If the cheque is deposited through one of our agents, the clearance time may be longer.
- 17.3 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We may charge you a fee for a special clearance. Please refer to the Fees and Charges and how to minimise them booklet.
- 17.4 We may charge you a fee if a cheque deposited to your Account is dishonoured. Please refer to the Fees and Charges and how to minimise them booklet.
- 17.5 If you deposit a cheque or other item (a “foreign item”) drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our Branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting of a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 30 days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 18.6 for more information about withdrawing an amount from uncleared funds.

- 17.6 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payments, etc).
- 17.7 We accept large deposits of coin if they are counted and wrapped. We may accept other deposits of coin, but may ask you to call at a time convenient to the Branch. We may charge you a fee when we accept deposits of coin. Please refer to the Fees and Charges and how to minimise them booklet. Large deposits of coin cannot be left at the Branch for counting in your absence.
- 17.8 In some cases, other Financial Institutions will accept deposits of cheques or cash for the credit of an Account with us. We recommend that you not make deposits to your Account at other Financial Institutions. We rely on the other Financial Institution to inform us that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer. The other Financial Institution does not tell us whether you deposit cheques or cash. Some cash deposits at other Financial Institutions take as long to clear as cheque deposits.

- 17.9 You can make deposits by posting a cheque to our address on your Account statement.
- 17.10 You can make cheque deposits of any amount using your Deposit Only Card or any card issued by us at selected Bank@Post™ outlets. Cash deposits of up to \$3,000 per day can be made at some selected Bank@Post™ outlets only. Merchant deposits and third party cheques are not accepted.

18 Withdrawals

- 18.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us. By authorising any person to make a withdrawal from your Account, you consent to us giving that person information about your Account, including the balance of the Account.

We may not allow any withdrawals from your account if we cannot locate you after having made reasonable efforts to do so. Please refer to clause 4.9.

- 18.2 You may withdraw any amount you have in credit by using a bank cheque. We charge a fee for providing a bank cheque. Please refer to the Fees and Charges and how to minimise them booklet. We do not have to give notice to you if a bank cheque bought from us is not presented within a reasonable time after purchase.
- 18.3 We may limit cash withdrawals from your Account at a Branch to a maximum of \$2,000 a day (including Terminal withdrawals) for Accounts mainly used for domestic or private use and a maximum of \$5,000 a day (including Terminal withdrawals) for business Accounts. If you require a larger amount you must give a minimum of 2 working days notice to the Branch where you wish to withdraw the amount. In the event of a large cash withdrawal exceeding \$100,000, we shall have the discretion to pay you by bank notes in large denominations or by Bank Cheque.
- 18.4 See clause 40 for further discussion on withdrawal limits at Terminals.

18.5 You should be careful to make withdrawals only against the cleared funds in your Account. If you do withdraw an amount from uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured), you may overdraw your Account. From time to time, we may allow you to overdraw your Account. We have no obligation to do so.

18.6 If we do allow you to overdraw your Account, we may charge you a fee (please refer to the Fees and Charges and how to minimise them booklet) and you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time (please refer to clause 19.2). You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

18.7 If you have a Business Cheque Account, Cash Management Account or Cash Management Account (no cheque) and if you purchase shares or other securities online using the **directshares** facility (“**directshares** facility”) supplied by ETRADE Australia Securities Limited (“ETRADE Australia”) ABN 93 078 174 973, under the **directshares** facility terms you authorise us to place a hold on an amount (“the share purchase amount”) in your Account equal to the amount you must pay ETRADE to settle the purchase.

We reduce the amount of funds available in your Account by the share purchase amount from the time we are notified by ETRADE of the share purchase amount. The share purchase amount is then debited from your Account when ETRADE draws the share purchase amount under the direct debit authority you gave ETRADE.

18.8 You can make cash withdrawals not exceeding \$1,000 per day at a Bank@Post™ outlet using your Card and PIN.

19 Overdrafts

- 19.1 If you want a formal overdraft facility on your Account, you must apply for it. We will determine your application based on our normal lending criteria. A fee applies for each approved overdraft facility. Please refer to the Fees and Charges and how to minimise them booklet.
- 19.2 Interest is payable on any overdraft which arises when you obtain credit from us without our prior agreement. The interest rate will be the current applicable rate charged by us. Please refer to the Fees and Charges and how to minimise them booklet. The current interest rate can be obtained on request from any of our Corporate & Business Bank Branches or by phoning the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions. We calculate interest charges on the daily overdrawn balance at the overdraft rate applying that day. Interest charges for overdrawn balances accrue daily and are debited to your Account in arrears at the end of each month in which they accrue. We may also charge a fee for overdrawing. Please refer to the Fees and Charges and how to minimise them booklet.

20 Account combination

- 20.1 You acknowledge our right at law any time without notice to you to set off or combine any balance of your Account with the balance of another of your Accounts, unless:
- (a) the Accounts are not held by the same person or persons; or
 - (b) we know that the Accounts are held in different capacities (eg one is held by you as a trustee); or
 - (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.
- 20.2 We will give you notice promptly after we combine your Accounts.
- 20.3 If you overdraw your Account, we do not have to set off the amount overdrawn against any credit balance in another of your Accounts.

21 Joint Accounts

- 21.1 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.
- 21.2 If a joint Account holder dies, the remaining Account holder holds the credit balance and if there is more than one, those remaining Account holders hold the credit balance jointly.
- 21.3 Joint Account holders must sign an “Authority to Operate” form available at any of our Branches (please refer to clause 22). Joint Account holders may authorise any one Authorised Signatory to operate the Account or they may require one or more Authorised Signatories acting together to operate the Account. Joint Account holders may vary these instructions in writing from time to time. Also, if we are made aware of any dispute on a joint Account we may decide to only permit operations on the Account if all joint Account holders sign.
- 21.4 The liability of Account holders under an Account held in joint names is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance on the Account. We can sue any or all of the Account holders for an amount owing on the Account.
- 21.5 We may accept a cheque into a joint Account which is payable to any one or more of the joint Account holders or partners of a partnership.
- 21.6 Where a Card has been issued, any of you may operate the Account on your own and if the Account also has cheque access you cannot require that cheques have more than one signature.
- 21.7 Where the Account has cheque access and a Card has not been issued, you may nominate one or more of you as being required to sign cheques. Where you have Internet access, only one customer can sign.

22 Authority to Operate

- 22.1 You may nominate a person to operate on your Account by duly completing an “Authority to Operate”.
- 22.2 By signing an Authority to Operate form you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you could, including:
- (a) signing and cancelling cheques;
 - (b) making withdrawals;
 - (c) authorising periodical payments and direct debits; and
 - (d) using Electronic Equipment and other Access Methods to access your Account, except when you access your Accounts through Business Banking Online. When you apply for Business Banking Online you will establish authorities to operate for when you use Business Banking Online to access Accounts.
- 22.3 If a Card is issued on an Account or an Access Method may be used on an Account, the method of operation for the Account will be any Account holder or signatory to sign. Please also refer to clause 46.8 in relation to Internet and Phone Banking for an EFT Account which requires two or more to sign.
- 22.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to two Business Days). Notice of cancellation must be signed by all surviving Account holders. We may require a new Authority to Operate before we allow further operation on the Account.
- 22.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operation on the Account until all parties concerned have signed the necessary authority.

- 22.6 We will not allow a person to operate an Account until his or her identity has been verified in accordance with our procedures.
- 22.7 We are not liable for any loss or damage caused to you by persons authorised to operate your Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the EFT Code.
- 22.8 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself. See clause 36.2 for further information.
- 22.9 You consent to us giving any person authorised to operate on your Account, information about your Account.

23 Closing an Account

- 23.1 We may close an Account of yours that is in credit at our discretion at any time by:
- (a) giving you reasonable notice; and
 - (b) repaying you the amount of any credit balance.
- 23.2 Subject to the terms of the credit contract, if any, relating to the Account, we may close an Account of yours that is not in credit at our discretion at any time and we do not have to give you notice.
- 23.3 We will close an Account of yours that is in credit on request by you.
- 23.4 If you close all your Accounts, any unused cheques or Cards authorised for use on any of your Accounts must be returned to us unless (in the case of a Card) it is authorised for use on another person's Account.

24 Passwords

- 24.1 You may choose a Password for your Account. You may need to use this Password to verify your identity at a Branch or when making phone enquiries. We can refuse to allow you to access your Account if you cannot supply a Password. We strongly recommend you select a Password that you can remember without the need to make a written record. If you wish to change your Password you will need to call at a Corporate & Business Bank Branch or ask us in writing to do so.
- 24.2 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password.
- 24.3 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Password on your Card;
- (b) not to describe your disguised record as a "Password record" or similar;
- (c) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (d) not to select or disguise your Password using any of the following combinations (or parts of them):
 - (i) dates of birth
 - (ii) family members' names.
- (e) not to store your Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

- 24.4 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person. You may notify us by telephoning our 24 hour hotline on the outside of the back cover of these Terms and Conditions. You will need to give us all relevant information you may have. You must confirm in writing any notice you give us by telephone.
- 24.5 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 24.6 If you are unable to report to us because our facilities are unavailable, please tell us within a reasonable time after our facilities become available again.
- 24.7 If your Account is only used for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to order cheques or to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).

25 Labour standards, environmental, social and ethical considerations

- 25.1 We have not taken into account labour standards or environmental, social or ethical considerations for the purpose of selecting, retaining or realising the investment for these Accounts.

Section D - Additional Terms and Conditions that apply to Executive Housing Interest Saver Account and Regulated Trust Account

26 Executive Housing Interest Saver Account

Eligibility and general provisions

- 26.1 The following terms and conditions apply if you have an Executive Housing Interest Saver Account with us. If there is any inconsistency between a term or condition in this clause and in the rest of the Terms and Conditions, the terms and conditions in this clause prevail.
- 26.2 An Executive Housing Interest Saver Account provides an interest off-set on the Executive Housing Loan.
- 26.3 If you keep a credit balance in your Executive Housing Interest Saver Account of at least \$1,000.00 we will off-set the credit balance of your Executive Housing Interest Saver Account against the balance owing on your Executive Housing Loan Account and calculate interest on that off-set amount in the same manner described in the Executive Housing Loan General Terms and Conditions.
- 26.4 We may terminate the loan off-set benefit described in clause 26.3 by giving 30 days' written notice.
- 26.5 If you fully repay your Executive Housing Loan Account any credit balance may be transferred to a Cash Management Account and we will pay you interest on that amount.
- 26.6 You can get details of the current interest rates for your Executive Housing Loan from any of our Corporate & Business Bank Branches.

27 Regulated Trust Account

- 27.1 The following terms and conditions apply if you have a Regulated Trust Account with us. If there is any inconsistency between a term or condition

in this clause and in the rest of the Terms and Conditions, the terms and conditions in this clause prevail.

- 27.2 A Regulated Trust Account is available if you are a solicitor, real estate agent or other professional who holds funds on trust pursuant to specific legislative requirements. Different rates of interest are payable depending upon whether you are a solicitor, real estate agent or other professional. Please refer to the Interest Rates Brochure.
- 27.3 A Regulated Trust Account will be opened in your firm and/or company name with the title "Trust Account" or as specified in the relevant legislation.
- 27.4 If you are a solicitor, real estate agent or other professional with a Regulated Trust Account, you must nominate another Account from which fees and charges can be debited. Any interest paid on the Account will be paid to the appropriate State governing body at the prescribed rate.
- 27.5 No overdrawing will be permitted in any circumstances. Accordingly, any transaction that would result in the Account being overdrawn will be dishonoured.
- 27.6 You should note that there may be statutory restrictions upon how money may be accessed in Regulated Trust Accounts. It is up to you to ensure that you don't use any prohibited means of access.
- 27.7 If you have a Regulated Trust Account and the relevant legislation or governing body does not allow electronic access you will not be allowed to have Internet access.
- 27.8 ATM and eftpos withdrawal is not permitted on Regulated Trust Accounts.
- 27.9 It may be a legislative requirement depending upon the type of Regulated Trust Account that details of the Regulated Trust Account must be provided to the governing body.

Section E - Terms and Conditions that apply to all Payment Services

28 Fees and Charges

28.1 The Fees and Charges and how to minimise them booklet shows current fees and charges (including Government charges) for Payment Services. You can get a copy at any Corporate & Business Bank Branch, or you can ring the General Customer Enquiries number as listed on the outside of the back cover of these Terms and Conditions to request a copy.

28.2 We may debit any fees and charges payable to the Account in relation to which they are charged, except if the Account is a Regulated Trust Account. See clause

28.3 From time to time, we may vary the fees and charges payable on a Payment Service and introduce new fees and charges to a Payment Service. If we do so, we will notify you in accordance with clause 3.

29 Stopping a transaction on any Payment Service

29.1 See clause 33.3 for how to stop a cheque.

29.2 To stop or alter a transaction on any Payment Service (other than a cheque), you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to clauses 66.3 and 66.4 for more information on stopping periodical payments and direct debits from your Account. In some instances we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to make the transaction. For example, refer to clause 46.11 in this context as it applies to Third Party Payments by Internet and Phone Banking and clause 54.1 as it applies to BPAY® Payments.

29.3 We are not liable to you if you request that a transaction be stopped or altered but we have already debited the amount to your Account or we are liable to pay the amount of the transaction

to another person, unless we are liable to you under a statute, the Code of Banking Practice or the EFT Code.

29.4 We may charge you a fee for acting to stop or alter a transaction on a Payment Service. Please refer to the Fees and Charges and how to minimise them booklet.

29.5 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under a statute, the Code of Banking Practice or the EFT Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the law, the Code of Banking Practice and the EFT Code permit, or does not prohibit, this limitation.

30 Electronic Banking system malfunctions

30.1 We are responsible for loss caused by the failure of our Electronic Equipment, EFT System or Internet and Phone Banking service to complete a transaction accepted by our Electronic Equipment the EFT System or our Internet and Phone Banking service in accordance with your instructions.

30.2 Where you should have been aware that the Electronic Equipment, EFT System or Internet and Phone Banking service was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in the Account, and the refund of any charges or fees imposed on you as a result.

30.3 We will correct the loss by making any necessary adjustment to the appropriate Account (including adjustment of interest or fees as a result of the malfunction).

30.4 Please tell us about any service fault or difficulty with our Electronic Equipment, the EFT System, Internet and Phone Banking service or a Terminal by calling our 24 hour Card Service Centre hotline listed on the outside of the back cover of these Terms and Conditions.

Section F - Terms and Conditions that apply to cheque books

31 Features and benefits of a cheque book

A cheque book facility will allow you to make payments from your Accounts without obtaining cash.

32 Significant risks associated with cheques

There is a risk that unauthorised transactions will occur on your Account because a cheque is misappropriated either before it is drafted by you or before it reaches the payee or a cheque is poorly drafted. Please see the information under “Reducing the risk of unauthorised alterations” in Section L of these Terms and Conditions for further information about reducing the risk of unauthorised alterations to a cheque.

33 Terms and Conditions of a cheque book

33.1 On request, we will issue a cheque book for those Accounts listed in Tables 1 and 2 of Section A where cheque books are available. Cheque Accounts are not available to persons under 18 years of age.

33.2 You must notify us as soon as possible if your cheque book is lost, stolen or misused. You may do this by contacting any of our Branches. If you do not contact us as soon as you can, it is possible that you may be liable for cheques drawn on your Account.

33.3 You may stop payment on a cheque you have written by telling us before the cheque is paid by us. Speed is important. You may tell us at first by telephone. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable. You must then notify us in writing to stop the cheque. We will give you a form to complete to provide your written notice.

- 33.4 You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque, you do not have to confirm that notice in writing.
- 33.5 We will charge you a fee for stopping a cheque. Please refer to the Fees and Charges and how to minimise them booklet.
- 33.6 If your cheque has not already been presented and paid, we will stop payment on it. If it has already been presented and paid, we cannot stop payment on it.
- 33.7 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.
- 33.8 You must notify us, within 3 months of receiving your statement of Account, if there is any cheque noted on your statement which we have paid but you did not authorise. If you do not notify us within this period, you agree that you do not have any right to make a claim against us regarding any lack of authority or forgery in relation to that cheque.
- 33.9 If your Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.
- 33.10 All cheques are paid and debited to your Account in the order we receive them. You must not postdate your cheques.
- 33.11 If a cheque is presented for payment and there are not enough cleared available funds in your Account, we may not pay (dishonour) the cheque or we may pay (honour) the cheque at our absolute discretion. We may charge you a fee to honour or dishonour your cheque. The amount of this fee is set out in the Fees and Charges and how to minimise them booklet.

- 33.12 To deposit a cheque into your Account it must be made payable to you or to “cash”, or we must be satisfied that it has correct signatures (endorsed) to you. We may not accept cheques that do not comply with this condition.
- 33.13 We charge a fee when you deposit overseas cheques. The amount of this fee is set out in the Fees and Charges and how to minimise them booklet.
- 33.14 Please see the Fees and Charges and how to minimise them booklet for Government duties payable on cheques.
- 33.15 General descriptive information about cheques is set out in Section L of these Terms and Conditions.

Section G - Terms and Conditions that apply to Cards

34 Features and benefits of our Cards

Type of Card	Features and benefits
Visa Debit Card	<p>Gives you the convenience of Visa, while accessing the money in your primary Account to which your Visa Debit Card is linked. This means you pay no interest and your Account stays in credit, provided there is money in your Account. You can use your Visa Debit Card wherever Visa is accepted to:</p> <ul style="list-style-type: none">• make purchases at 20 million eftpos outlets worldwide• make a purchase at a Contactless terminal• withdraw cash at more than 650,000 ATMs in Australia and around the world (fees apply to transactions through non-Bank of Melbourne or non-BankSA branded ATMs, and through Bank of Melbourne and BankSA branded ATMs when the monthly fee-free transaction allowance has been exceeded. Overseas cash withdrawals using the Visa facility on a Visa Debit Card will incur a fee). Please refer to the Fees and Charges and how to minimise them booklet• pay bills through BPAY®, book tickets and make other purchases over the Internet and Phone - by providing your Visa Debit Card number. <p>Visa Debit Card transactions using the credit button, CHQ or SAV options incur a charge once the monthly fee-free transaction allowance has been exceeded. Customers exempt from transaction fees do not pay the charge. Fees are payable for transactions through non-BankSA or non-Bank of Melbourne branded ATMs and any overseas transactions. Please refer to the Fees and Charges and how to minimise them booklet.</p>

35 Significant risks associated with Cards

35.1 There is a risk of unauthorised transactions occurring on your Account because your Card is lost or stolen. Please see clause 38 for information about:

- (a) keeping your Card and PIN secure; and
- (b) when you will be liable for any unauthorised transactions.

There is the risk that you will overdraw your Account by use of a Card. If you overdraw your Account you must repay the overdrawn amount immediately and we may charge interest on any overdrawn amounts. Please see clauses 18 and 19 for more information on overdrawing.

35.2 If you obtain a Visa Debit Card on your Account and you use the “credit” button when you use the Card to make eftpos purchases, use a Contactless terminal, or use the Card number to purchase or pay for goods or services, the transaction may need authorisation from us. We may choose not to authorise a proposed transaction.

If we give an authorisation, we reduce the available funds on your Account by up to the amount of the authorisation.

Some Merchants, for example hotels and car rental agencies, may request confirmation that your Account has sufficient available funds to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the available funds in your Account are reduced by up to the amount of the estimated cost of the goods and services.

This means, even though the balance of your Account is a certain amount, you may find you have no, or a reduced amount of, available funds in your Account.

When the goods and services have been supplied, the Merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available funds on your Account by the sum of the two authorisation amounts.

You should ensure that the Merchant cancels the original authorisation.

Visa Debit Card eftpos transactions that use the credit button and Contactless transactions may take up to two weeks for the purchase or payment to be processed and debited to your Account. If we gave an authorisation of the purchase or payment, the

balance of your Account may be greater than the available funds in the Account. Please consider this whenever you obtain a statement or a balance for your Account.

A Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by law.

36 Terms and Conditions of our Cards

- 36.1 You may apply to have a Card issued for your Account or linked to another of your Accounts. Issue of a Card or linking any Card is at our discretion and Cards cannot be used on some Accounts. Contact your nearest Corporate & Business Bank Branch for further details. For security, Cards will be sent to you or any Additional Cardholder by registered or normal post. You must sign your Card as soon as you receive it and make sure any Additional Cardholder does the same. A Card is not valid unless it contains your signature.
- 36.2 You may apply to have an Additional Cardholder operate on your Account. Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by that person as you are when you use the Card yourself. See clause 22.8 for further information.
- 36.3 The first time you or an Additional Cardholder sign a Card or authorise a transaction on an Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholders will automatically be agreeing to these Terms and Conditions. These Terms and Conditions then apply to all transactions on the Account. If you do not agree with these Terms and Conditions, do not carry out or permit an Additional Cardholder to carry out a transaction, instead, return all Cards (cut in half for your protection) to us.
- 36.4 All terms and conditions applying to any Linked Account also apply when you or an Additional Cardholder uses the Card on these Accounts.

- 36.5 There is an expiry date on Cards and you must not use a Card after that date. We may issue you and any Additional Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.
- 36.6 You can use your Card at a Terminal to withdraw cash from an Account linked to your Card or, at Terminals, to purchase goods or services from a Merchant. If you link an Account with a credit facility to your Card, you can use your Card to get access to that credit facility.
- 36.7 You should ensure that any person authorised to use a Card on your Account has read these Terms and Conditions and understands that they have the same obligations as you as set out in this Section G.
- 36.8 We own any Card we issue. We may cancel the Card at any time without notice for any reason. You may cancel any Card including the authority for another Additional Cardholder to operate your Account. You can do this at any Branch. You must return any Cards as soon as we ask you to do so, or if you cannot readily do so, you must take all reasonable steps to return the Cards. If you cannot return the Cards, you must give us reasonable evidence that you have taken all steps to return the Cards to us.
- You remain responsible for all transactions made with the Cards, until we receive the Cards, or if you cannot obtain the Cards, until the later of:
- (a) the date you ask us to cancel the Cards; or
 - (b) when you have taken all reasonable steps to return the Cards to us.
- 36.9 For security reasons, we may require identification to verify the identity of any Cardholder if a Card is used to request a withdrawal from an Account.
- 36.10 We have no liability to any Cardholder if a Terminal or a Merchant does not accept a Card.
- 36.11 Merchants or other institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.

36.12 We may cancel any Card and suspend the operation of an Account, on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- (a) we reasonably consider you induced us to issue you a Card by fraud; or
- (b) we believe the Card is being used in a way that may cause loss to you or us.

36.13 You must not use your Card and you must return all Cards we issued on your Account (cut in half for your protection) immediately if:

- (a) we close the Account on which we issued the Card; or
- (b) we cancel the Cards; or
- (c) we request you to do so.

Please refer to clause 36.8 in relation to your obligations regarding the return of Cards.

36.14 If an Additional Cardholder dies, you agree to return the Card we issued to him or her, without delay, even if we do not ask for the Card to be returned.

37 Foreign Currency Transactions

37.1 If Visa Debit Card is used to make a foreign currency transaction on your Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars. Fees apply to each foreign currency transaction made with a Visa Debit Card on your Account. Please refer to the Fees and Charges and how to minimise them booklet. All foreign currency transactions are listed on your Account statement in the currency of the transaction and the Australian dollar equivalent.

- 37.2 There are specific terms and conditions governing the issue and use of a Business Visa Card, Business Vantage Visa Card and Corporate MasterCard® Card.
- 37.3 A Visa Debit Card is available to persons 18 years of age or older and have a current Australian residential address.

38 Security of your Card and PIN

38.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your PIN your liability is determined under clauses 38.12 to 38.18.

38.2 **Your obligations** - You must:

- (a) sign your Card as soon as you receive it;
- (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
- (c) not permit any other person to use your Card;
- (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your PIN being entered into a Terminal.

Your own personal PIN

38.3 We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or number). We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.

Can you record a memory aid for your PIN?

38.4 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised PIN on your Card;
- (b) not to disguise your PIN by reversing the number sequence;
- (c) not to describe your disguised record as a "PIN record" or similar;
- (d) not to disguise your PIN using alphabetical characters or numbers:
A=1, B=2, C=3, etc;
- (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members' names;
 - (v) social security numbers; or
 - (vi) licence numbers;
- (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.

38.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

If your Card is lost or stolen or your PIN is revealed

38.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card.

38.7 You may notify the Card Service Centre by telephoning our 24 hour Card Service Centre hotline listed on the outside of the back cover of these Terms and Conditions.

38.8 If you do not notify us you may be liable for unauthorised use - see clauses 38.12 to 38.19.

38.9 You will need to give us all relevant information you may have, so that we can suspend Card access to your Account. You must confirm in writing any notice you give us by telephone. Failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.

38.10 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

38.11 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. You must cut it up and return it to us.

Liability for unauthorised transactions

38.12 You are not liable for unauthorised transactions by use of a Card and PIN if it is clear you did not contribute to losses resulting from those transactions otherwise your liability for unauthorised transactions will normally be limited to:

- (a) \$150; or
- (b) the balance of your EFT Accounts on which the unauthorised transactions were made and to which you have access, by use of a Card and PIN including any agreed line of credit; or
- (c) the actual loss incurred, whichever is the smallest amount.

In some circumstances you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please refer to clauses 38.14, 38.16 and 38.19 for details of those circumstances.

38.13 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 38.6;
- (b) unauthorised transactions before you receive your Card and PIN; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

When you will be liable

38.14 You will be liable for unauthorised transactions if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend; or
- (b) indicated your PIN on your Card; or
- (c) kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card and which is liable to loss or theft simultaneously with your Card; or

- (d) selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN; or
- (e) acted with extreme carelessness in failing to protect the security of your PIN.

38.15 Your liability under clause 38.14 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

38.16 You will be liable for unauthorised transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that:

- (a) your Card has been lost, stolen or misused; or
- (b) your PIN has become known to someone else.

38.17 You will be liable for any losses directly attributed to the delays that were incurred before notification referred to in clause 38.16 where those losses were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

38.18 Your liability for losses from unauthorised transactions will not exceed the amount of the

loss that would result after the exercise of any claim or other right we have under the Card scheme rules against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clauses 15.6 and 15.7 in this context.

38.19 Liability for unauthorised transactions by use of a Card or Card and PIN without a signature are subject to the EFT Code and are covered by clauses 38.12 to 38.18. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are not subject to the EFT Code and are covered by this clause 38.19.

Clauses 38.1 to 38.5 set out your obligations for maintaining the security of your Card and PIN. Please read clauses 38.1 to 38.5 carefully.

Clauses 38.6 to 38.11 set out your obligations if your Card is lost, stolen or misused. Please read clauses 38.6 to 38.11 carefully.

If you do not meet the obligations in clauses 38.1 to 38.11, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card as lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 38.6;
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

39 Using a Terminal

39.1 When you use a Card at a Terminal, you should ensure that the transaction amount is correct either before you sign any vouchers or transaction records given to you by merchants or financial institutions,

or you enter your PIN at a Terminal. By signing a voucher or transaction record or entering your PIN or otherwise using your Card at a Terminal, you indicate your agreement that the transaction amount is correct. There may be short periods when transactions will not be available when we are maintaining our system. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.

- 39.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN 3 times during the one day at any combination of Terminals.
- 39.3 Money is at your risk when it becomes visible or available to you at an ATM.
- 39.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.
- 39.5 You can elect not to require a receipt to be issued at a Terminal which identifies which one of you, or an Additional Cardholder, has used the Account.
- 39.6 We may impose limits on your Card and PIN transactions, including daily transaction limits. Details of limits we impose are set out in Section 18 and 40, and are available by visiting our website bankofmelbourne.com.au.

Transaction limits apply to the use of a Card to make a Contactless transaction at a Contactless terminal. We will notify you of any such limit if your Card is capable of making a Contactless transaction.

40 Withdrawal limits

- 40.1 The maximum amount of cash you can obtain with the Card and PIN through ATM and eftpos on any one day is \$1,000. We will tell you in writing if we change this limit. We emphasise that any cash you obtain through eftpos makes up a part of your daily cash limit.
- 40.2 The maximum amount of value you can obtain with your Card and PIN for purchases of goods or services through eftpos on any one day is \$8,000 or such other amount as we determine from time to

time. We may change these limits at any time. If we do so, we will give you notice in accordance with clause 3.

40.3 The daily cash limits for ATMs and eftpos do not apply to PIN pad transactions at our Branches.

40.4 If you are using one of our ATMs the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).

40.5 When an Other Bank ATM is used, the maximum and minimum withdrawals are determined according to the relevant Financial Institution and additional fees for each transaction may be incurred by you. We do not accept any responsibility for an operator of an Other Bank ATM imposing restrictions or conditions on the use of an ATM.

40.6 For the purpose of this clause 40, each day ends at 12 midnight EST.

41 Deposits at Bank of Melbourne ATMs

You are not able to make deposits into your Account at any ATM.

Section H - Terms and Conditions that apply to Internet and Phone Banking

42 Summary of the features and benefits of Internet and Phone Banking

When you open an Account on which Internet and Phone Banking access is available, we issue you with the Internet and Phone Banking service. You can register for Internet and Phone Banking after you open an Account on which Internet and Phone Banking access is available. Please refer to clause 44.2 for further information.

Internet and Phone Banking services allow you to complete the transactions set out in clause 44.5 using your computer or telephone anytime, 24 hours, seven days a week (subject to systems availability and maintenance).

43 Significant risks associated with Internet and Phone Banking

There is a risk of unauthorised transactions occurring on your Account because of computer error, human error or fraud. Please see clause 47 for information about:

- (a) Keeping your Internet and Phone Banking Security Number and Internet Banking Password secure; and
- (b) When you will be liable for unauthorised Internet and Phone Banking transactions.

There is a risk of making payments to the wrong account if you do not give us the correct BSB and account particulars for a Third Party Payment. Please refer to clause 46.12.

44 How to start using Internet and Phone Banking

- 44.1 The Internet and Phone Banking terms and conditions in this Section H apply each time you use Internet and Phone Banking.
- 44.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches during business hours or by phoning 1300 605 266, 24 hours a day, seven days. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.
- 44.3 When we register you for Internet and Phone Banking:
 - (a) we give you a Internet and Phone Banking Access Number. The number may be the same as the number on your Card;
 - (b) you may select your own Internet and Phone Banking Security Number and Internet Banking Password. If you do not select one within the time we allow, we will issue a Internet and Phone Banking Security Number to you; and

(c) you will be registered automatically for Secure Code Service.

44.4 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you select a Internet and Phone Banking Security Number and an Internet Banking Password that is different from any of your ATM/ eftpos PINs. Refer to clauses 47.1 to 47.9 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.

44.5 Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. Your Internet and Phone Banking Access Number, your Internet and Phone Banking Security Number and your Internet Banking Password are the access methods for Internet Banking. You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your EFT Accounts with us, including funds transfers, checking the balance of your EFT Accounts, transferring funds to registered third party accounts, ordering statements, making BPAY® payments and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking Access Methods to access any other credit facility you have with us. Also, if you register for BPAY View®, you may use Internet Banking and BPAY View® to view bills. Please refer to clause 55 for further information.

44.6 (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking Transactions may be identified by us as an At Risk Transaction.

(b) An At Risk Transaction can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to

either your Australian mobile number by SMS or Australian landline telephone number by interactive voice response message.

- (c) If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.
- (d) In order to receive the Secure Code, you must:
 - provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
 - choose your preferred method of delivery for the Secure Code - either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, then when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Help Desk on 1300 605 266, 24 hours a day, seven days.

44.7 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

44.8 You can cancel your registration for Internet and Phone Banking by telling us at any time that you wish to do so. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

- 44.9 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.
- 44.10 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touchtone telephone or PC) which you may need in order to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of programme or mechanism capable of recording your Access Methods to Internet and Phone Banking.
- 44.11 It is your responsibility to ensure your contact information is correct. You can maintain your email address via Internet Banking.
- 44.12 We may change your Internet or Phone Banking access to an "inactive status" if you do not access Internet or Phone Banking within 120 consecutive days. You can re-activate your access by calling us on 1300 605 266, 24 hours a days, seven days.

Business Customers

- 44.13 If you are seeking Internet and Phone Banking to use in relation to an Account used for business purposes, then despite any other clause in these Terms and Conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.
- 44.14 We apply a daily limit of the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself.

Please refer to sections 46.3 and 46.4 for further information on Internet and Phone Banking transaction limits.

45 Availability

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

46 Transaction processing and limits

We will email an electronic receipt for a Scheduled Payment, if you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment. We recommend that you check your Account after the due date for a Scheduled Payment to check that the Scheduled Payment was made.

- 46.1 We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transactions. However, a Internet and Phone Banking transaction may not be processed until the next batch processing day for the EFT Account on which you make the transaction.
- 46.2 We apply an overall \$1m limit per EFT Account on the sum of all Internet and Phone Banking transactions on any one day on that EFT Account.
- 46.3 Also, we apply the following daily limits on the following Internet and Phone Banking transactions:
 - (a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself;
 - (b) the sum of \$25,000 to any one Bank of Melbourne credit card account;
 - (c) the sum of \$15,000 per EFT Account for BPAY® Payments to certain BPAY® billers;

- (d) the sum of \$100,000 per EFT Account for BPAY® Payments to any other BPAY® billers;
- (e) the sum of \$30,000 for redraws on a loan account;
- (f) the sum of \$100,000 for Third Party Payments authorised under a form you sign and we approve;
- (g) the sum of \$25,000 for Third Party Payments where the payment particulars to the third party are set up online. Also, within this limit we apply a daily limit of \$5,000 for the sum of Third Party Payments to any one payee whose payment particulars we set up online; and
- (h) there is a minimum redraw of \$500 on personal loan accounts. We will tell you whether you can register to redraw on your loan by Internet and Phone Banking.

46.4 Also, we apply the following daily limits on the following Internet Banking transactions:

- (a) the sum of \$25,000 for all bank cheques requested in a day by use of the Access Methods for Internet Banking. Also, within this limit, we apply a daily sub-limit of \$5,000 for any one bank cheque requested; and
- (b) there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

46.5 You cannot make more than \$1 million funds transfer by Phone Banking or Internet Banking to a loan account on any one day.

46.6 We will tell you in writing if we change these limits. Please refer to clause 3 for further information.

46.7 We will provide you with a transaction receipt number each time you make a Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.

- 46.8 If you are seeking to use Internet and Phone Banking in relation to an EFT Account which requires the authority of two or more authorised parties to operate, you may only use Internet and Phone Banking to debit the Account via funds transfer or BPAY® if all authorised parties to the Account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 46.9 You acknowledge and agree that we may record by whatever means and in accordance with the EFT Code the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number and Internet Banking Password.
- 46.10 We will not accept an order to stop or alter a Third Party Payment once you have instructed us by Internet and Phone Banking to make that Third Party Payment.
- 46.11 You may use Internet and Phone Banking to make Third Party Payments from your Account. You may use Internet Banking to direct us to make a Third Party Payment that is a Scheduled Payment.

You must identify the BSB and the account number of the account to which you wish to make a Third Party Payment. We rely on the BSB and account number only to make a Third Party Payment from your Account.

You must take care to identify the correct BSB and account number for a Third Party Payment. Otherwise, the payment may not be made to the correct account.

If you use Internet Banking to schedule making a Third Party Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the Third Party Payment to be made. Otherwise, we will not accept an order to stop or alter a Third Party Payment you schedule to make from your Account at a later

time. Also, we will not accept an order to stop or alter any other Third Party Payment once you have instructed us by Internet and Phone Banking to make that payment.

46.12 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT Accounts.

If you use Internet and Phone Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time. You must ensure that the funds to be transferred at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the transfer to take place. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

47 Security of your Internet and Phone Banking Security Number and Internet Banking Password

47.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.

47.2 If you fail to ensure the security of your Internet and Phone Banking Security Number and or your Internet Banking Password your liability is determined under clauses 47.10 to 47.14.

Your obligations - you must:

- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
- (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or on any article normally carried with any such item and which is liable to loss or theft with that item;
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password;
- (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password, or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any Electronic Equipment.

Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?

47.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or Internet Banking Password you may make such a record provided the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number;
- (b) not to record your disguised Internet and Phone Banking Security Number on the computer or telephone that you use to access Internet or Phone Banking;

- (c) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password by reversing the number sequence;
- (d) not to describe your disguised record as an “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar;
- (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members’ names;
 - (v) social security numbers;
 - (vi) licence numbers;
- (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

47.4 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number and Internet Banking Password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number and Internet Banking Password.

If your Internet and Phone Banking Security Number and/or Internet Banking Password is revealed

- 47.5 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it. You may notify us by telephoning us on the 24 hour Card Service Centre hotline number listed on the outside of the back cover of these Terms and Conditions.
- 47.6 If you do not notify us you may be liable for unauthorised use - see clauses 47.10 to 47.14.
- 47.7 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone Banking access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. Failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.
- 47.8 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 47.9 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

- 47.10 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from those transactions. Otherwise your liability for Internet and Phone Banking transactions will normally be limited to:
- (a) \$150;
 - (b) the balance of your EFT Accounts on which the unauthorised Internet and Phone Banking

transactions were made and to which you have access by Internet and Phone Banking including any agreed line of credit; or

- (c) the actual loss incurred, whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please refer to clauses 47.12 and 47.13 for details of those circumstances.

47.11 You are not liable for losses caused by:

- (a) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by clause 47.5;
- (b) unauthorised transactions before you receive your Internet and Phone Banking Security Number; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

When you will be liable

47.12 You will be liable if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
- (b) indicated your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet Banking Password; or
- (c) kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to disguise the Internet and Phone Banking Security Number or Internet Banking Password) with any article carried with any item that identifies your Internet and Phone Banking Access Number or that is liable to loss or theft simultaneously with that item; or

- (d) selected an Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Internet and Phone Banking Security Number or Internet Banking Password; or
- (e) act with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password. Your liability, in these circumstances, will not exceed the smallest of:
 - (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or we unauthorised transactions; or
 - (ii) the funds available in your EFT Accounts; or
 - (iii) the total amount that you would have been allowed to withdraw on the days that unauthorised use occurs.

47.13 You will be liable if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number and/or Internet Banking Password has become known to someone else. You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed

to withdraw on the days that unauthorised use occurs.

47.14 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 15.6 and 15.7 in this context.

47.15 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling the General Customer Enquiries number on the outside of the back cover of these Terms and Conditions.

Section I - Terms and Conditions that apply to BPAY®

48 Features and benefits of the BPAY® Scheme

The BPAY® Scheme is a facility that allows you to make electronic payments by requesting us to debit an amount from your Account to pay organisations (“billers”) who agree that you can make payments “BPAY® Payments” to them through the BPAY® Scheme. BPAY® Payments are made using Internet and Phone Banking, or an account inquiry terminal in a Branch.

49 Significant risks associated with BPAY®

There is a risk of unauthorised, fraudulent or mistaken payments from your Account using BPAY®. Please see clause 56 for further information about when you will be liable for mistaken payments, unauthorised transactions and fraud for payments made using BPAY®.

50 Terms and conditions of BPAY®

- 50.1 This Section I applies if you ask us to make a payment on your behalf through the BPAY® Scheme. We are a member of the BPAY® Scheme. We will tell you if we are no longer a member of the BPAY® Scheme.
- 50.2 You can make BPAY® Payments from some Accounts if you have access to Internet and Phone Banking. The Tables in Section A set out the Accounts from which you can make BPAY® Payments.
- 50.3 When we tell you, you may also receive or access bills or statements electronically (BPAY View®) from participating billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
 - (b) accessing our Internet Banking website.
- 50.4 You may choose to make a BPAY® Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a biller and you may nominate us as a biller for the purposes of BPAY View®. You may be able to make a transfer from an account at another Financial Institution, which is a member of the BPAY® Scheme, to your Account through the BPAY® Scheme.
- 50.5 When you ask us to make a BPAY® Payment, you must give us the information specified in clause 53. We will then debit the Account you specify with the amount of that BPAY® Payment. We may decide not to make a BPAY® Payment if there are not sufficient cleared funds in that Account at the time and when you tell us to make that payment.
- 50.6 When we make a BPAY® Payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

51 How to use the BPAY® Scheme

- 51.1 You can ask us to make BPAY® Payments from an Account you hold with us if these Terms and

Conditions permit you to make withdrawals from that Account.

- 51.2 We may impose restrictions on the Accounts from which a BPAY® Payment may be made. In addition to the limits specified in clause 46, a BPAY® biller may set limits on the amount of a BPAY® Payment to that biller. Some billers will not accept payment from certain accounts (for example, credit card accounts).
- 51.3 If there is any inconsistency between these Terms and Conditions and the BPAY® Scheme terms and conditions, then the BPAY® Scheme terms and conditions will apply to the extent of that inconsistency.
- 51.4 When you use a credit card to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase transaction.
- 51.5 A mistaken or erroneous payment received by a biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

52 Valid payment direction

We will treat any instruction to make a BPAY® Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Access Number are entered if you make the BPAY® Payment by Phone Banking; or
- (b) your Internet and Phone Banking Security Number, Internet Banking Password and Internet and Phone Banking Access Number are entered, if you make the BPAY® Payment by Internet Banking.

53 Information you must give us

- 53.1 To instruct us to make a BPAY® Payment, you must give us the following information:
- (a) the Account you want us to debit the payment from;

- (b) the amount you wish to pay;
- (c) the biller code of the biller you wish to pay (this can be found on your bill); and
- (d) your customer reference number (this can be found on accounts or invoices you receive from billers).

53.2 Instructions are given by entering the correct numbers into your touchtone telephone (where you are using the phone) or your computer (where you are using the internet).

53.3 We are not obliged to effect a BPAY® Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

54 Payments

54.1 You may use Internet Banking to direct us to make a BPAY® Payment that is a Scheduled Payment from your Account. If you use Internet and Phone Banking to schedule making a BPAY® Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY® Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY® Payment you schedule to make from your Account at a later time. You must ensure that the funds to make the BPAY® Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY® Payment once you have instructed us to make that payment.

54.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account (except for a mistake as to the amount you mean to pay - for those errors see clause 54.6). Clauses 56.3 to 56.5 describe when and how we will arrange for such a BPAY® Payment (other

than in relation to a mistake as to the amount you must pay) to be refunded to you.

54.3 Subject to clause 59, billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you make that BPAY® Payment, if you tell us to make the BPAY® Payment before our Payment Cut-Off Time (see clause 59) on a Banking Business Day; or
- (b) on the next Banking Business Day, if you tell us to make the BPAY® Payment after our Payment Cut-Off Time (see clause 59) on a Banking Business Day or on a non-Banking Business Day.

54.4 A delay might occur in the processing of a BPAY® Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY® Payment;
- (b) you tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
- (c) another Financial Institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (d) a biller fails to comply with its obligations under the BPAY® Scheme.

54.5 While it is expected that any delay in processing a BPAY® Payment for any reason set out in clause 54.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

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

- (a) the amount you told us to pay 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 told us to pay was less than the amount you needed to pay, you can make another BPAY[®] Payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

55 BPAY View[®]

55.1 When we tell you, you may register to use BPAY View[®]. You will be able to register for BPAY View[®] at our website: bankofmelbourne.com.au

55.2 you register with BPAY View[®], whilst you are registered you:

- (a) agree to our disclosing to billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View[®] (or telling them if you cease to do so); and
 - (ii) that an event in clause 55.3 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. Whilst you are registered you may receive a paper bill or statement from the biller only in the circumstances set out in clause 55.3. For the purposes of this clause, we are the agent for each biller nominated by you under (a) above;
- (d) agree to direct to a biller any enquiry relating to a bill you receive electronically from that biller; and
- (e) agree that the BPAY View[®] terms and conditions in these Terms and Conditions apply to you.

55.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller de-register from BPAY View® or you no longer have an EFT Account with us;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View® malfunctions is not available for any reason for an extended period.

55.4 You agree that when using BPAY View®:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
 - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the biller

up to a maximum of 18 months, after which they will be deleted, whether paid or not;

- (d) you will contact the biller direct if you have any queries in relation to bills or statements.

55.5 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notification (for example, it has sufficient storage space available); and
- (e) arrange with the biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

56 Liability for mistaken payments, unauthorised transactions and fraud

56.1 BPAY[®] participants undertake to promptly process BPAY[®] Payments. You must tell us promptly:

- (a) if you become aware of any delays or mistakes in processing your BPAY[®] Payments;
- (b) if you did not authorise a BPAY[®] Payment that has been made from your Account; or
- (c) if you think that you have been fraudulently induced to make a BPAY[®] Payment.

56.2 We will attempt to rectify any such matters in relation to your BPAY[®] Payments in the way described in clauses 56.3 to 56.5. If the EFT Code applies to your Account and a BPAY[®] Payment is made on your Account without your knowledge or consent, liability for that unauthorised BPAY[®] Payment will be determined in accordance with clauses 47.10 and 47.11. Otherwise, except as set out in clauses 56.3 to 56.8 and clause 62, we will not be liable for any loss or damage you suffer as a result of using the BPAY[®] Scheme.

56.3 If a BPAY® Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

56.4 If a BPAY® Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

56.5 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.

56.6 If a BPAY® Payment you have made falls within the type described in clause 56.4 and also clauses 56.3 or 56.5, then we will apply the principles stated in clause 56.4.

56.7 If a BPAY® Payment you have made falls within both the types described in clauses 56.3 and 56.5, then we will apply the principles stated in clause 56.5.

56.8 Except where a BPAY® Payment is a mistaken payment referred to in clause 56.3, an unauthorised payment referred to in clause 56.4 or a fraudulent payment referred to in clause 56.5, BPAY® Payments are irrevocable.

No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

IMPORTANT

Even where your BPAY® Payment has been made using a Visa Debit Card, no chargeback rights will be available under BPAY® Scheme rules. Please refer to clause 15.7 for further information on chargebacks.

56.9 Your obligation under clauses 56.3 and 56.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 62.

56.10 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:

- (a) did not observe any of your obligations under this Section I; or
- (b) acted negligently or fraudulently in connection with these Terms and Conditions.

56.11 If you tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY® Payment, consenting to us obtaining from the biller information about your account with that biller of the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. We are not obliged to investigate or rectify any BPAY® Payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® Payment.

57 BPAY® View billing errors

57.1 For the purposes of clauses 57.2 and 57.3, a BPAY® View billing error means any of the following:

- (a) if you have successfully registered with BPAY® View:
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person;
 - (iv) giving a bill with incorrect details;
- (b) if your BPAY View® deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to de-register.

57.2 You agree that if a BPAY View® billing error occurs:

- (a) you must immediately upon becoming aware of the BPAY View® billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the BPAY View® billing error.

57.3 You agree that for the purposes of this clause you are responsible for a BPAY View® billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View®.

58 Suspension

We may suspend your right to participate in the BPAY® Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

59 Payment Cut-Off Time

If you tell us to make a payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

Payment Cut-Off Time:

7 days: 5.30 pm

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

60 When a biller cannot process your payment

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

- (a) inform you of this;
- (b) credit your Account with the amount of the BPAY® Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY® Payment to that biller as quickly as possible.

61 Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of them, any BPAY® Payments that you think are errors or are BPAY® Payments that you did not authorise or you think were made by someone else without your permission.

62 Consequential damage

- 62.1 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 or that code 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.

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

63 Privacy

- 63.1 In addition to clause 55.2, you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY[®] Scheme (BPAY[®] Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY[®] Scheme:
- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY[®] Scheme;
 - (b) such of your transactional information as is necessary to process, rectify or trace your BPAY[®] Payments. Your BPAY[®] Payments information will be disclosed by BPAY[®] Pty Ltd, through its agent, to the biller's Financial Institution and your information necessary to process your use of BPAY View[®] will be disclosed by BPAY[®] Pty Ltd, through its agent, to the biller. Also, we may disclose such of your transactional/ information as is necessary to rectify or trace a BPAY[®] Payment you make by mistake to the biller that received the payment and the biller to whom you intended to make the payment or the Financial Institution of either or both billers; and
 - (c) that an event in clause 55.3 (b), (c), (d), (e) or (f) has occurred.

- 63.2 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 this clause as necessary.
- 63.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the definition of “Cardlink Services Limited” in clause 1.
- 63.4 If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment or use of BPAY View®.

Section J - Terms and Conditions that apply to periodical payments, direct debits and direct credits

64 Features and benefits of periodical payments and direct debits

- 64.1 A periodical payment is a transfer of funds at your request from your Account to a specified account on a certain date on a regular basis.
- 64.2 A direct debit transaction is a transfer of funds from your Account to an account with another Financial Institution, under a direct debit request you give a third party to debit your Account.

65 Significant risks of periodical payments and direct debits

There is a risk that amounts will continue to be debited from your Account by the third party or person receiving funds under a periodical payment even after an instruction has been made to cancel the periodical payment or direct debit.

66 Terms and conditions of periodical payments and direct debits

- 66.1 You may have periodical payments or direct debits from those Accounts that permit periodical

payments and direct debits as indicated in Tables 1 and 2 in Section A. Enquire at any Branch for details. To arrange periodical payments or direct debits you must apply to us. The form must be signed in accordance with the Authority to Operate held by us for the Account.

66.2 If your periodical payment application is approved by us, the authority may not take effect for up to six Business Days after the request is received.

66.3 The periodical payment authority will remain in force until:

(a) we receive:

(i) written notice from you to cancel or vary the authority; or

(ii) notice of the death, bankruptcy or insolvency of any of you; or

(b) the authority is cancelled by us.

66.4 You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Account. We will promptly process your instruction to cancel a direct debit request relevant to a Banking Service (except for any Account on which we have issued a Card) we provide to you. If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Account.

66.5 We may decide not to make a periodical payment or direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money.

66.6 If we decide not to make the payment for this reason, we may still charge you a fee. Please refer to the Fees and Charges and how to minimise them booklet. From time to time we may allow you to overdraw your Account. We have no obligation to do so.

66.7 If we decide not to make the payment because there are not enough cleared funds in the Account or if we decide to make the payment and overdraw the Account, we may charge a fee. Please refer to the Fees and Charges and how to minimise

them booklet. Also if the payment overdraws the Account, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time. You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you. Please refer to clauses 18 and 19 for more information about overdrawings.

- 66.8 We do not have to inform you if a periodical payment or direct debit is not made.
- 66.9 If you request more than one periodical payment or direct debit, we will determine the order in which they are paid.
- 66.10 We may charge you a fee for periodical payments or direct debits (please refer to the Fees and Charges and how to minimise them booklet) and also debit your Account for any fees or charges passed on to us by another Financial Institution as a result of a periodical payment or direct debit.
- 66.11 When we make a periodical payment we are not acting as your agent or the agent of the payee.
- 66.12 If a periodical payment is for a loan with us and there are not sufficient funds to make the payment, we may at any time debit your Account from which the payment is made for any amount you owe us. If the debit causes your Account to be overdrawn, the amount overdrawn is immediately repayable by you without further demand from us. Please refer to clauses 18 and 19 for more information about overdrawings.
- 66.13 If the periodical payment is to an Account with us, we may credit that Account before we draw the payment under your periodical payment authority. If we cannot draw that payment, we may reverse the credit we made.
- 66.14 If your Account is closed or the Cards issued on your Account are cancelled, you agree to notify in writing all payees whom you have authorised to make direct debits on your Account. If you do not notify all payees, we may continue to pay amounts

drawn by the payee under the direct debit authority you gave the payee and debit those amounts to another Account in your name (see clause 66.15).

66.15 If your Account is closed for any reason, or if we cancel any Card we issue on your Account, you:

- (a) agree to immediately return all Cards on your Account;
- (b) remain liable for any transaction amounts not yet processed on your Account; and
- (c) authorise us to debit any outstanding transaction amounts on your Account to any other Account in your name.

66.16 If a periodical payment is due to be made on a Sunday or a public holiday, we make the periodical payment on the next Banking Business Day. If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the next Banking Business Day.

66.17 We will promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting funds from your Account about such a complaint.

67 Direct Credits/Salary Payments

67.1 Direct credits are automatic deposits of funds into your Accounts. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.

67.2 We are not liable for any payments which you expect to receive but which you do not receive.

67.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

Section K - Product Disclosure Statement that applies to Business Banking Online

68 Business Banking Online

A separate Product Disclosure Statement governs Business Banking Online, the Access Methods for Business Banking Online and the security of the Digital Certificate. Business Banking Online is not available with all Accounts. Please contact us if you are interested in Business Banking Online.

Section L - General descriptive information

69 General descriptive information

The following general descriptive information is for the guidance of customers of the Bank. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures and complaint handling procedures.

Read the PDS

We recommend that you read these Terms and Conditions, the Fees and Charges and how to minimise them booklet and the Interest Rates Brochure before you accept those Banking Services with us.

Tax File Numbers

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN you can apply for one at the Australian Taxation Office.

Quoting your TFN

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment. It is not compulsory.

Tax

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus the Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts

If there is a joint investment by two or more persons, each person will only be taken to have quoted if at least two of them have either quoted their TFN or are exempt. If at least two of them have TFNs, each person will only be taken to have quoted if at least two TFNs are quoted.

Partnerships

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any Branch. We will return the form to you when we have recorded your TFN or exemption.

Combination and Set-Off

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different Branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for CentreLink Direct Credit Payments.

Under the Code of Banking Practice we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

If you are in Financial Difficulties

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

Joint Accounts

If you have a joint account with another person or persons, you will each be liable for the whole of any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing and that you could end up paying the total amount outstanding on the account.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

Cheques

What is a cheque?

A cheque is a written order to a Financial Institution (for example, a bank, building society, credit union) to pay a sum of money on demand. Financial Institutions (FI) provide cheque forms and generally insist on the use of these forms.

Time taken for clearing a cheque

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;

- (b) second, we will seek payment of the cheque from the FI on which the cheque is drawn (the two FIs could be the same); and
- (c) third, that FI will pay the proceeds of the cheque to us. Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to “cash”.

How a cheque may be specially cleared

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the FI where the cheque account is held (including a possible courier charge). Please refer to the Fees and Charges and how to minimise them booklet.

What is the effect of crossing a cheque?

If you cross a cheque you are telling a FI not to cash it across the counter. The cheque should then be paid to a FI (eg into a customer’s account). If a FI does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words “not negotiable” between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

What is the meaning of “not negotiable”?

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her.

For example, your cheque may be stolen and then passed on by the thief to another person. That

person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked “not negotiable”, the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

What is the meaning of “account payee only”?

These words on a cheque are a warning to a FI that the cheque should be paid only to the person named in the cheque as payee. If that FI credits a different person’s account, it may be liable to the true owner, unless the FI acted in good faith and without negligence (eg by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

What is the significance of deleting “or bearer”?

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a FI) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a FI) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

How and when may a cheque be stopped?

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any Branch. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque you do not have to confirm that notice in writing.

We may charge a fee for stopping payment on a cheque. Please refer to our Fees and Charges and how to minimise them booklet.

Reducing the risk of unauthorised alterations

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the left-hand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);
- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

Cheques returned unpaid or “dishonoured”
Your cheque may be returned unpaid or

“dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account or your overdraft is not enough to cover the cheque; or
- (b) there is some irregularity with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (ie bears a date that has not arrived), or has been materially altered (eg by a change of the amount originally stated in it) and you have not initialled the alteration (some FIs even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

A dishonour fee may be charged by us to meet processing costs. Please refer to our Fees and Charges and how to minimise them booklet.

If a cheque you have deposited is dishonoured, we will advise you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs. Please refer to the Fees and Charges and how to minimise them booklet.

Financial Institution (FI) cheques

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the FI itself, rather than from a customer’s account. FI cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard FI cheques as cash, you should be aware that in some cases a FI cheque may not be paid by the FI that issues it.

To clarify the position, the banks who are Members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques - if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it;
- (b) Bank cheque materially altered - a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque;
- (c) Bank cheque reported stolen or lost - where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee;
- (d) Court order restraining payment - a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force;
- (e) Failure of consideration for the issue of bank cheque - where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
 - (i) has not given the value for it (eg the bank cheque is stolen); or
 - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

Our fees for the issue of a bank cheque or a replacement bank cheque are set out in the Fees and Charges and how to minimise them booklet.

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Important

Should you lose your card, please immediately notify the 24-hour Card Service Centre Hotline on 1800 772 266, seven days (toll free).

For General Customer Enquiries, please call 13 82 66, 24 hours a day, seven days a week.

Disputes

If your complaint is not immediately resolved to your satisfaction contact:

Senior Manager, Customer Relations

Locked Bag 20037

Melbourne VIC 3001

Telephone (metro): 1300 266 352

Telephone (non-metro): 1800 266 352

After this, if the matter is still not resolved to your satisfaction, contact:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

www.fos.org.au



Bank of Melbourne

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