

Terms and Conditions

Part 1: Key Features Statement and Terms and Conditions for Personal Accounts and associated Payment Facilities

Dated: 19 April 2010

Newcastle Permanent Building Society Limited ABN 96 087 651 992.

Statement Accounts

- ⌘ Statement Savings Account
- ⌘ Special Monthly Interest Statement Account
- ⌘ Mortgage Offset Account
- ⌘ Spend Account
- ⌘ Rapid Saver Statement Account

Passbook Accounts

- ⌘ Achiever Account
- ⌘ Special Monthly Interest Passbook Account
- ⌘ Money Management Account
- ⌘ Christmas Club Account
- ⌘ Money Minder Account
- ⌘ Rapid Saver Passbook Account
- ⌘ Save Account
- ⌘ Education Savings Account

Payment Facilities

- ⌘ Personal Cheque Facility
- ⌘ Cards – Cashcard and Visa Debit Card
- ⌘ Passbook
- ⌘ Internet Banking
- ⌘ Phone Banking
- ⌘ BPAY®
- ⌘ Automatic Transfer

This document is one of 3 parts of the Terms and Conditions for Personal Accounts and associated Payment Facilities. It must be read in conjunction with:

- ⌘ **Part 2:** Schedule of Fees, Charges and Daily Limits for Personal Accounts, and
- ⌘ **Part 3:** Schedule of Interest Rates for Personal Accounts.

Welcome to Newcastle Permanent

Established in 1903, Newcastle Permanent is today financially the strongest building society in Australia with over 6 billion dollars in assets. We have an extensive network of branches with locations throughout Newcastle, The Hunter, Central Coast, Mid North Coast, New England and Northern Rivers.

As an independent mutual financial institution, Newcastle Permanent puts its members first by providing an extensive range of value for money, quality financial products and services that are readily available and delivered with efficiency, courtesy and reliability.

About this Document

This document is one of 3 documents which provide you with information about the financial products set out below to assist you in deciding whether or not to acquire them. This document contains terms and conditions for:

Statement Accounts

- ✧ Statement Savings Account
- ✧ Special Monthly Interest Statement Account
- ✧ Mortgage Offset Account
- ✧ Spend Account
- ✧ Rapid Saver Statement Account

Passbook Accounts

- ✧ Achiever Account
- ✧ Special Monthly Interest Passbook Account
- ✧ Money Management Account
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Payment Facilities

- ✧ Personal Cheque Facility
- ✧ Cards – Cashcard and Visa Debit card
- ✧ Passbook
- ✧ Internet Banking
- ✧ Phone Banking
- ✧ BPAY®
- ✧ Automatic transfers

The *Terms and Conditions* governing the above financial products consist of 3 parts:

- ✧ **Part 1** – This document including a Key Features Statement and general terms and conditions for Personal Accounts and associated Payment Facilities.
- ✧ **Part 2** – Schedule of Fees, Charges and Daily Limits for Personal Accounts.
- ✧ **Part 3** – Schedule of Interest Rates for Personal Accounts.

You should read all 3 parts carefully before acquiring any of the products or using any of the payment facilities to which the *Terms and Conditions* apply, and keep the *Terms and Conditions* for your future reference. If you have not received all 3 parts of the *Terms and Conditions*, or you wish to obtain any more information about any of the products to which the *Terms and Conditions* apply, please call our Member Support Centre on 13 19 87 or visit one of our branches.

The information contained in the *Terms and Conditions* that is not materially adverse information is subject to change from time to time and is up to date as at the date stated on the cover. If this information changes, you will be able to find the updated information by contacting us on 13 19 87, by visiting one of our branches or by visiting our website at newcastlepermanent.com.au. A paper copy of any updated information will be given to you on request without charge.

The *Terms and Conditions* are issued by:

Newcastle Permanent Building Society Limited
ABN: 96 087 651 992
AFSL: 238273

You can contact us at any of our branches or at:

307 King Street
Newcastle West NSW 2302
13 19 87
Fax: 02 4927 4475
enquiries@newcastlepermanent.com.au
newcastlepermanent.com.au

The *Terms and Conditions* only apply where they are received by a person in Australia.

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Section A: Key Features Statement

About your account

The *accounts* governed by the *Terms and Conditions* are designed for different purposes and some *accounts* have restrictions. It is important that you select an *account* which most closely suits your needs. The table below sets out the main features of, and differences between, the *accounts* governed by the *Terms and Conditions*.

Product Comparison Table

	Statement Savings Account	Special Monthly Interest Statement Account	Mortgage Offset Account	Spend Account	Rapid Saver Statement Account	Achiever Account
Account Purpose	Everyday transactions	Everyday transactions	Everyday transactions	Everyday transactions	Special purpose saving	Everyday transactions
At Call	✓	✓	✓	✓	✓	✓
Account Features						
Account Type	Statement	Statement	Statement	Statement	Statement	Passbook
Minimum Opening Balance	\$1	\$1	\$1	\$1	\$1	\$1
Eligibility Requirements ¹	✗	✓	✓	✗	✗	✗
Transaction Restrictions ²	✗	✗	✗	✗	✗	✗
Interest						
Interest Calculated	Daily	Daily	Daily	Daily	Daily	Daily
Interest Credited	Half Yearly	Monthly	Interest Offset	Half Yearly	Monthly	Half Yearly
Payment Facilities Available						
Card Access ³	✓	✓	✓	✓	✓	✗
Personal Cheque Facility ³	✓	✓	✓	✓	✗	✗
Internet Banking ³	✓	✓	✓	✓	✓	✓
Phone Banking ³	✓	✓	✓	✓	✓	✓
BPAY ^{®3}	✓	✓	✓	✓	✓	✓
Automatic transfers	✓	✓	✓	✓	✓	✓
Fees						
Transaction Fees Payable	✓	✓	✓	✓	✓	✓

Comparison table key

- 1 Eligibility requirements are set out in clause 2.5 of the *Terms and Conditions*.
- 2 Transaction restrictions are set out in clause 5 of the *Terms and Conditions*.
- 3 Available subject to approval. Visa Debit card and Personal Cheque Facility only available if you are over 18 years of age. BPAY[®] is only available if you already have access to *Internet Banking* or *Phone Banking*.
- 4 Funds cannot be transferred out of your *account*, funds can only be received into the *account*.
- 5 *Automatic transfers* can only be made to another eligible account held with us.
- 6 Interest subject to conditions set out in clause 8.8 of the *Terms and Conditions*.

Special Monthly Interest Passbook Account	Money Management Account	Christmas Club Account	Money Minder Account	Rapid Saver Passbook Account	Save Account	Education Savings Account
Everyday transactions	Saving/ Investing	Special purpose savings	Children's savings	Special purpose savings	Special purpose savings	Special purpose savings
✓	✓	✓	✓	✓	✓	✓
Account Features						
Passbook	Passbook	Passbook	Passbook	Passbook	Passbook	Passbook
\$1	\$5,000	\$1	\$1	\$1	\$1	\$1
✓	✗	✗	✓	✗	✗	✗
✗	✓	✓	✗	✗ ⁶	✗ ⁶	✗ ⁶
Interest						
Daily	Daily	Monthly	Monthly	Daily ⁶	Daily ⁶	Daily ⁶
Monthly	Quarterly	3 times per year	Half Yearly	Monthly ⁶	Monthly ⁶	Monthly ⁶
Payment Facilities Available						
✗	✗	✗	✗	✗	✗	✗
✗	✗	✗	✗	✗	✗	✗
✓	✓	✓	✓ ⁴	✓	✓	✓
✓	✓	✓	✓ ⁴	✓	✓	✓
✓	✓	✗	✗	✓	✓	✓
✓	✓ ⁵	✓ ⁵	✗	✓	✓	✓
Fees						
✓	✗	✗	✗	✓	✓	✓

Significant benefits and risks

The benefits include:

Accounts

- ∴ You can deposit money into your *account*;
- ∴ If you have a Rapid Saver Statement Account, Rapid Saver Passbook Account, Save Account or Education Savings Account you will earn interest on the money deposited into your *account* subject to the conditions set out in clause 8.8 being met;
- ∴ If you have a Mortgage Offset Account you will earn “offset interest” on your mortgage loan;
- ∴ Otherwise you will earn interest on the money deposited into your *account*. The current interest rates and offset rates are set out in the Schedule of Interest Rates for Personal Accounts in Part 3 of the *Terms and Conditions*;
- ∴ You can withdraw that money at one of our branches or, if you have access to one of our *payment facilities*, using that *payment facility*; and
- ∴ You can confirm your *account* balance and view transactions on your *account* using one or more of the following facilities: *Internet Banking* (and our *SMS Service* available through *Internet Banking* or *Phone Banking*).

Payment facilities

- ∴ You are able to make payments outside business hours;
- ∴ The use of *payment facilities* may (but will not always) reduce the risks associated with the theft or loss of cash. The use of certain *payment facilities* (*cards*, *Internet Banking*, *Phone Banking* and *BPAY®*) is subject to dispute resolution procedures, which provide for allocating loss for unauthorised transactions. For more information, see the *Terms and Conditions* for each of these *payment facilities*;
- ∴ Depending on the way in which they are used, these *payment facilities* may provide a more efficient way for you to make payments when compared to cash.

The risks include:

Accounts

- ⌘ The interest rate that applies to your *account*, and therefore the amount of interest you earn, may change. If the interest rate falls, the interest you earn will decrease;
- ⌘ If you have a Rapid Saver Statement Account, Rapid Saver Passbook Account, Save Account or Education Savings Account and you make a withdrawal or fail to make a deposit during a calendar month, you will not earn interest on the funds in your *account* for that month; and
- ⌘ As with most investment products, you are reliant on the ability of the issuer, in this case, us, to meet our obligations to you under the terms of the particular product.

Payment facilities

Risks associated with these *payment facilities* may arise depending on the way in which you use them. These risks can include:

- ⌘ Unauthorised use of a *payment facility* by a third party which may occur if your means to access a *payment facility* (such as a *card*, cheque, passbook, *PIN* or *access codes*) is lost or stolen; and
- ⌘ Technical errors affecting the *system* used for processing payments which may, among other things, prevent the timely and accurate completion of payments.

To reduce these risks, you should ensure that you take appropriate steps to protect the security of the *payment facilities* offered with your *account* and carefully check your statements and notify us of any errors. Each *payment facility* has specific rules, which affect what you must do to reduce risks arising from your use of *payment facilities* or the extent of your liability arising from those risks. These rules are set out in the sections of this document dealing with each *payment facility*.

Costs

The *accounts* specified in the *Terms and Conditions* do not currently attract account keeping fees, however transaction charges and fees for other services may apply. Our current *fees and charges* are set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*. These *fees and charges* may change (see clause 9 below). You can find out the current *fees and charges* at any time by contacting one of our branches or by visiting our website at newcastlepermanent.com.au.

The terms and conditions below explain the way in which these *accounts* operate.

Section B:

Meaning of words

In the *Terms and Conditions* some words have special meanings as set out in this section. Where a word is used in the *Terms and Conditions* with a special meaning we generally italicise it.

“**access codes**” means the use of your *member number* and your *password*.

“**access method**” means any method we make available to users to give us authority to act on instructions when using *electronic equipment* to debit or credit an *EFT account*. An *access method* comprises of one or more components including (but not limited to) *cards*, *PINs* or a combination of these but does not include a method requiring the *user's* manual signature where the comparison of the appearance of the manual signature with the written specimen signature is the principal means of authenticating a *user's* authority to give us an instruction.

“**account**” means the *account* or *accounts* we establish in your name or in your name jointly with another person or persons for the following products: Statement Savings Account, Special Monthly Interest Statement Account, Mortgage Offset Account, Spend Account, Rapid Saver Statement Account, Achiever Account, Special Monthly Interest Passbook Account, Money Management Account, Christmas Club Account, Money Minder Account, Rapid Saver Passbook Account, Save Account and Education Savings Account. In relation to clause 14 of Section C and Part 2 and 4 of Section F, of this document, it also includes any other Newcastle Permanent account we establish in your name or in your name jointly with another person or persons.

“**additional cardholder**” means a person that is authorised by you to access and operate your *account* with a *card*.

“**ATM**” means Automatic Teller Machines owned by us or someone else.

“**authorised user**” means you or any person authorised by you to operate your *account* and includes, without limitation, an *additional cardholder*.

“**automatic transfer**” means an authority and request by you to us to debit a specified amount from your *account* and to credit that amount to another *account* held by you or someone else either with us or with another financial institution.

“**biller**” means an organisation which issues bills to you which can be paid at your option through the *BPAY[®] Scheme*.

“**BPAY[®] Scheme**” means the electronic payment scheme operated by *BPAY[®] Pty Ltd* through which you instruct us to make payments to *billers* who can accept payments made to them through this scheme.

“**BPAY[®] payment**” means a payment which you have instructed us to make to a *biller* through the *BPAY[®] Scheme*.

“**BPAY[®] conditions**” means the terms and conditions applying to the *BPAY[®] Scheme* as set out in clause 18 of Section C, and Section H, of this document.

“**business day**” means a day we are open for business, but does not include Saturday, Sunday or any public holiday in New South Wales.

“**card**” means any Cashcard or Visa Debit card issued by us for your *account*.

“**communication network**” means the network through which we make a service available to you from time to time.

“**credit facility**” means the overdraft facility provided to you under any Credit Facility Agreement you have with us.

“**credit limit**” means the credit limit applicable to any Credit Facility Agreement you have with us.

“**dormant account**” means an *account* that we declare dormant in accordance with our constitution as amended from time to time. Without limiting our power to declare an *account* dormant, an *account* may be declared dormant if no transactions have been initiated on the *account* by you in the previous 2 years.

“**EFT account**” means an *account* with us 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.

“**EFT Conditions**” means the terms and conditions applying to *EFT transactions* under the *EFT Code* as set out in clauses 18 and 19 of Section C, clauses 42, 43 and 61 of Section F, and Section G, of this document.

“**EFTPOS**” means a point of sale electronic banking facility available at retail or wholesale outlets.

“**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*. An *EFT transaction* includes, without limitation, a transaction undertaken using a *card* and a *PIN* via *EFTPOS* or an *ATM*, or a transaction undertaken using *Internet Banking* or *Phone Banking*.

“**electronic equipment**” includes electronic *terminal*, computer, television and telephone.

“**eStatement**” means an electronic version of your statement delivered to you through *Internet Banking*.

“**fees and charges**” includes *government charges*.

“**Financial Institution Cheque**” means a cheque which is issued by us and drawn by us.

“**foreign ATM**” means Automatic Teller Machines owned by someone other than us.

“**government charges**” means *fees and charges* payable under a law of the Commonwealth or of a State or Territory.

“**Internet Banking**” means our Internet Banking service you access when you enter via the website at newcastlepermanent.com.au using any appropriate Internet connection.

“**instant overdraft facility**” means the instant overdraft facility described in clause 10.2 of Section C of this document.

“**member number**” means an eight digit number we issue to you when you apply for access to *Internet Banking* or *Phone Banking* and includes any changes to or replacement of that number.

“**Phone Banking**” means our telephone banking service you access when you call 13 19 12.

“**password**” means a six digit number used in conjunction with your *member number* to access *Internet Banking* or *Phone Banking*.

“**Pay Any One payment**” means an *automatic transfer* originated online via *Internet Banking*, made from a *registered account* to any account that can be identified by a BSB number and an account number using the *Pay Any One facility*. It does not include amendments to or activations of *automatic transfers* that have been originated under your signed authority, a *BPAY[®] payment* or transfers between your *registered accounts*.

“**Pay Any One facility**” means the facility available through *Internet Banking* that facilitates *Pay Any One payments*.

“**payment cut-off time**” means the time specified in clause 75 of Section H of this document: “Cut-off Times”.

“**payment facility**” means each of the following services offered by us:

- ✧ Personal Cheque Facility
- ✧ Cards – Cashcard and Visa Debit card
- ✧ Passbook
- ✧ Internet Banking
- ✧ Phone Banking
- ✧ BPAY[®]
- ✧ Automatic Transfer

“**PIN**” means the Personal Identification Number issued by us or selected by you to use in conjunction with your card.

“**quick access number**” means a number which has been designated to represent each *account* registered for *Internet Banking* or *Phone Banking* as recorded on the *Internet Banking* or *Phone Banking* card issued when applying.

“**reference number**” means any number we issue to you in respect of transactions such as a transaction reference number issued through *Internet Banking* or a *BPAY[®] payment* reference number.

“registered account” means any account held with us which we notify to you as being registered on Internet Banking or Phone Banking.

“SMS” means a digital mobile phone short message service message.

“SMS account balance enquiry” is an information service providing you with certain requested information about *account* balances by *SMS* to your nominated mobile phone number.

“SMS account transaction enquiry” is an information service providing you with certain requested information about *account* transactions by *SMS* to your nominated mobile phone number.

“SMS alerts” is an alerts service providing you with certain requested information about your *accounts* by *SMS* to your nominated mobile phone number.

“SMS Service” is the message service we provide to your nominated mobile phone number and includes, without limitation, *SMS account balance enquiry*, *SMS account transaction enquiry* and *SMS alerts*.

“system” means an electronic system, communications system or software controlled or provided by or on behalf of us to facilitate *EFT transactions*.

“terminal” means an electronic device (including an *ATM*, cash dispenser unit, point of sale terminal or any other electronic funds transfer device) in which a *card* may be used to operate on an *account*, but does not include *Internet* and *Phone Banking*.

“Terms and Conditions” means the terms and conditions governing the financial products and associated payment facilities to which this document relates, comprised in 3 parts (as explained at the beginning of this document) of which this document is Part 1.

“user” means you and (where permitted by us) any person you authorise to be an *additional cardholder* or *authorised user*.

“VerifID” means the process through which a transaction you initiate during an *Internet Banking* session is confirmed using a telephone number you have registered with us.

“we”, “us” and “our” means Newcastle Permanent Building Society Limited, ABN 96 087 651 992, AFSL 238273.

“you” and “your” means the holder of the *account* subject to any other provisions of the *Terms and Conditions* or if there is more than one of you then all of you jointly and each of you severally.

The singular includes the plural and vice versa.

A reference to:

- ∴ a document includes any variation or replacement of it; law means common law, principals of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and any thing includes the whole and each part of it.

Section C: General Terms and Conditions

The *Terms and Conditions* apply to the following *accounts*:

Statement Accounts

- ✧ Statement Savings Account
- ✧ Special Monthly Interest Statement Account
- ✧ Mortgage Offset Account
- ✧ Spend Account
- ✧ Rapid Saver Statement Account

Passbook Accounts

- ✧ Achiever Account
- ✧ Special Monthly Interest Passbook Account
- ✧ Money Management Account
- ✧ Christmas Club Account
- ✧ Money Minder Account
- ✧ Rapid Saver Passbook Account
- ✧ Save Account
- ✧ Education Savings Account

and any *payment facility* that we provide to you.

Unless you have previously agreed to be bound by the *Terms and Conditions*, your first use of any *account* or *payment facility* indicates that you understand and agree to be bound by the *Terms and Conditions*.

1. Membership

- 1.1 In order to open an *account* and make deposits you are required to be a guarantee member of Newcastle Permanent Building Society Limited. To become a guarantee member you are required to tender a minimum of \$1.00. On membership being granted, the *account* will be opened and the amount tendered will be deposited into your *account*.
- 1.2 If we are wound up while you are a member or within 1 year after you cease to be a member you may be liable for an amount of \$1.00.

2. Opening an Account

- 2.1 You can apply to open an *account* with us at any of our branches.
- 2.2 You must provide us with any information we reasonably require to open an *account* or provide a *payment facility*.
- 2.3 We are required by law to fully identify all signatories to an *account*. If a signatory is not identified, or is only partially identified, the *account* may at our discretion still be opened. However the *account* will be restricted and deposits or withdrawals will not be allowed until the signatory has been fully identified.

This restriction will also apply to *accounts* with more than one signatory where one or more of the signatories have not been fully identified.

- 2.4 To verify your identity, we will ask you to provide some of the following documents:
 - (a) Current driver's licence
 - (b) Passport
 - (c) Photo card issued by the NSW Roads & Traffic Authority or its interstate equivalent
 - (d) Birth certificate
 - (e) Citizenship certificate
 - (f) Pension card
 - (g) Health care card
 - (h) Letter from a government body or utilities provider
 - (i) Electoral enrolment card

Documents used to verify your identity must contain your full name and either your date of birth or your residential address.

Should you wish to use other documents to verify your identity, please ask a member of our staff if the documents will be acceptable.

- 2.5 Eligibility Requirements:
 - (a) A Money Minder Account can only be opened in the name of a child under the age of 12 years who will need to be adequately identified. We may at our discretion require a parent or legal guardian to be an *authorised user* on the *account*.
 - (b) To open a Special Monthly Interest Statement Account or Special Monthly Interest Passbook Account you must be:
 - (i) aged 60 years and over; or

- (ii) receiving the Aged Pension, Disability Support Pension, Widows Pension, Parenting Payment Single Pension, Service Pension; or
- (iii) a Member of the Association of Independent Retirees.

We will require you to provide adequate proof that you meet the above criteria before the *account* can be opened. If you are in receipt of a Widows Pension or Parenting Payment Single Pension, the pension must be paid into this *account* and you are only entitled to open one of these *accounts*.

- (c) To open a Mortgage Offset Account you must have a home loan with us. The Mortgage Offset Account is not available with all home loans offered by us. Please contact us if you would like further information regarding which home loans offer a Mortgage Offset Account.

2.6 Subject to the requirements of any law, we may in accordance with our constitution, decline to open an *account* or provide a *payment facility*.

3. Opening Balance

- 3.1 To open a Money Management Account a minimum deposit of \$5,000 is required.
- 3.2 To open any other *account* a minimum deposit of \$1.00 is required.

4. Deposits and Withdrawals

- 4.1 You may make deposits or credits to your *account*:
 - (a) by arranging a direct credit of your salary or other income (such as family allowance or pension) to be paid directly into your *account*;
 - (b) in person at any branch by presenting your deposit (cash or cheque) to one of our branch assistants, together with your *card* or passbook;
 - (c) at one of our *ATMs* which accepts deposits, if you have a *card* attached to your *account*;
 - (d) by transferring funds electronically to your *account* using *Internet Banking* or *Phone Banking*, if you have access to these *payment facilities*;
 - (e) by *automatic transfer* from another account held with us; and
 - (f) by arranging a direct credit from an account held with another financial institution.

- 4.2 You may make withdrawals or debits from your *account* (provided you have sufficient cleared funds or available credit in your *account*):
- (a) in person at any branch by completing a withdrawal form and presenting it to a branch assistant together with your *card* or passbook;
 - (b) at one of our *ATMs*, if you have a *card* attached to your *account*;
 - (c) at a foreign *ATM*, if you have a *card* attached to your *account*;
 - (d) at an *EFTPOS terminal*, if you have a *card* attached to your *account*;
 - (e) by writing a cheque, if you have access to the Personal Cheque Facility;
 - (f) by transferring funds electronically from your *account* using *Internet Banking* or *Phone Banking*, if you have access to these *payment facilities*;
 - (g) by arranging a *BPAY® payment* from your *account*, if you have access to *Internet Banking* or *Phone Banking*;
 - (h) by arranging an *automatic transfer* from your *account*; and
 - (i) by arranging a direct debit with a third party (unless your *account* is a Money Management Account, Christmas Club Account or Money Minder Account).

We may allow you to make withdrawals or debits from your *account* in other ways. If we do this, we can impose further rules or requirements for those arrangements.

- 4.3 We will credit payments as soon as practicable after receipt of the payment. However, we reserve the right not to increase the available balance in your *account* by the amount of the payment until we receive value for the payment. For example, you cannot draw against any cheque deposited into your *account* until it has cleared.

Generally, in respect of cheque deposits, we will allow you to withdraw the funds 3 *business days* after the cheque has been deposited. You may request a special clearance on a cheque. However you must pay us a fee for this service. The current amount of this fee is set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*. Any other deposits, other than cash, must also be cleared in the same way before you can draw on these funds.

- 4.4 We may refuse to accept any cheque for deposit in our absolute discretion.
- 4.5 We can at our discretion impose limits on your account(s) to:
- ⋮ restrict the amount you can withdraw in cash at our branches; and
 - ⋮ restrict the amount you can withdraw using another *access method* (such as an *ATM* or *EFTPOS* facility, or online via *Internet Banking*).

Our current daily limits are set out in Part 2 of the *Terms and Conditions*. We may vary the amount of these limits from time to time and in our absolute discretion.

- 4.6 We may not allow you to withdraw funds from your *account* unless we have proof of your identity that is satisfactory to us.
- 4.7 If you arrange a direct debit with a third party as described in clause 4.2(i), to cancel such an authority, you must notify the merchant in writing. Until you cancel the authority with the merchant, we are required to process transactions from the merchant. If the merchant does not comply with your request to cancel the authority, you can dispute the transaction as set out in clause 19 below.

5. Transaction Restrictions

- 5.1 If you have a Money Management Account, a minimum transaction amount of \$500 applies to the following transactions:
 - (a) cash and/or cheque deposits into your *account*;
 - (b) withdrawals from your *account*;
 - (c) transfers to and from your *account* using *Internet Banking* or *Phone Banking*;
 - (d) automatic transfers from your *account*.
- 5.2 If you have a Christmas Club Account, withdrawals or debits from your *account* are only permitted in November and December. If you require access to the funds in your *account* prior to 1 November, the whole balance of your *account* must be withdrawn and the *account* closed. We will be entitled to reduce the interest payable on your savings (see clause 8.7 below).
- 5.3 Any failure by us to enforce a restriction shall not prevent us from imposing that restriction in the future.

6. Payment Facilities

- 6.1 If you have access to one of our *payment facilities* you may also be able to transact on your *account* using one of these *payment facilities*.
- 6.2 Not all *payment facilities* are offered with your *account*. For further information about which *payment facilities* are available with your *account* refer to the Product Comparison Table set out in the Key Features Statement.

7. Transaction Processing

- 7.1 We may assign any date we consider appropriate to a debit or credit to your *account* (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we will credit payments to your *account* (including cash deposited at *ATMs*) as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. We give effect to the debit or credit based upon the date assigned to it by us.
- 7.2 We may subsequently adjust debits and credits to your *account* so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to interest charges).

8. Interest

- 8.1 We pay interest on the entire credit balance of your *account*. However, if your *account* is a Rapid Saver Statement Account, Rapid Saver Passbook Account, Save Account or Education Savings Account the conditions set out in clause 8.8 must be met before interest will be paid.
- 8.2 The type of *account* you have will determine the method of calculating interest on your *account*.
- 8.3 Methods of calculating interest:
 - (a) Strata Interest – means different interest rates apply to different portions of your *account* balance.
 - (b) Tiered Interest – means a single interest rate applies to the entire balance of your *account*. When your balance reaches a higher tier you will receive the interest rate for that tier on the entire balance of your *account*.
 - (c) Single Tiered Interest – means a single interest rate applies to the entire balance of your *account*.

8.4 How we calculate and pay interest is set out below:

Account Name	Method of Calculating Interest	How Interest is Calculated	When Interest is Credited
Statement Savings Account, Achiever Account and Spend Account	Strata Interest.	We apply the daily percentage rate* to the different portions of your <i>account</i> balance at the start of each day.	Interest is credited to your <i>account</i> half yearly after the close of business at the end of June and December.
Special Monthly Interest Statement Account and Special Monthly Interest Passbook Account	Strata Interest.	We apply the daily percentage rate* to the different portions of your <i>account</i> balance at the start of each day.	Interest is credited to your <i>account</i> monthly after the close of business at the end of the month.
Mortgage Offset Account without 100% offset account rate	Tiered Interest.	We apply the daily percentage rate* to the balance of the <i>account</i> at the end of each day.	Interest is not credited to your <i>account</i> but interest which would otherwise be payable is offset against the interest charged each month on your loan (this is called an "interest offset").
Mortgage Offset Account with 100% offset account rate	N/A.	We apply the daily percentage rate* to your <i>account</i> balance at the start of each day.	Interest is not credited to your <i>account</i> but interest which would otherwise be payable is offset against the interest charged each month on your loan (this is called an "interest offset").
Money Management Account	Tiered Interest.	We apply the daily percentage rate* to the balance of your <i>account</i> at the end of each day.	Interest is credited to your <i>account</i> quarterly after the close of business at the end of March, June, September and December.

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Account Name	Method of Calculating Interest	How Interest is Calculated	When Interest is Credited
Christmas Club Account	Tiered Interest.	We apply the monthly percentage rate** to the minimum balance of your <i>account</i> during each month.	Interest is credited to your <i>account</i> 3 times each year after the close of business at the end of June, beginning of November and end of December.
Money Minder Account	Tiered Interest.	We apply the monthly percentage rate** to the minimum balance of your <i>account</i> during each month.	Interest is credited to your <i>account</i> half yearly after the close of business at the end of June and December.
Rapid Saver Statement Account, Rapid Saver Passbook Account, Save Account and Education Savings Account	Single Tiered Interest.	We apply the daily percentage rate* to the balance of your <i>account</i> at the end of each day, providing the conditions set out in clause 8.8 are met.	Interest is credited to your <i>account</i> monthly after the close of business at the end of each month.

* The daily percentage rate is the relevant annual interest rate(s) divided by 365.

** The monthly percentage rate is the annual interest rate divided by 12.

- 8.5 We may change the interest rates from time to time at our discretion. This means that the interest rates may increase or decrease. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 8.6 Our current interest rates are set out in the Schedule of Interest Rates for Personal Accounts in Part 3 of the *Terms and Conditions*. You can find out our current interest rates at any time by calling our Member Support Centre on 13 19 87, by visiting our website newcastlepermanent.com.au, or by visiting any branch.
- 8.7 If you have a Christmas Club Account and you require access to your funds prior to 1 November, the whole balance of your *account* must be withdrawn and the *account* closed. We will reduce the interest payable on your savings. Your savings will earn 50% of the prevailing interest rate for the *account* at the time the *account* is closed. Interest at that rate will be calculated from the date you opened the *account*, or the date of the last interest payment whichever is the latter, to the date the *account* is closed.

- 8.8 The Rapid Saver Statement Account, Rapid Saver Passbook Account, Save Account and Education Savings Account will only calculate and pay interest where at least one deposit and no withdrawals have been made on the *account* during a calendar month. Interest credits from this *account* do not constitute a deposit. If these conditions are not met, no interest will be paid for that month.

9. Fees and Charges

- 9.1 We do not currently charge account keeping fees for these accounts, however, we may choose to do so in the future. There are other fees and charges applicable to these accounts and to some *payment facilities*. Our current fees and charges are set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the Terms and Conditions.
- 9.2 You authorise us to debit these fees and charges to your account in the circumstances set out in Part 2 of the Terms and Conditions. We may change our fees and charges from time to time (including introducing new fees and charges). However, we will not introduce entry fees, exit fees, fees associated with the passbook or the entry of particulars into the passbook and fees for the management of funds. There is no maximum limit for the amount of fees and charges we may impose. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 9.3 Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

10. Overdrawn Accounts

- 10.1 This clause 10 does not apply where you have a *credit facility* on your *account* (unless the *credit limit* on your *credit facility* is zero).
- 10.2 If a transaction is made (including a fee being charged) which would result in your *account* being overdrawn, we will treat this as a request to us for an *instant overdraft facility* for the particular transaction. Acceptance or refusal of such a request is at our absolute discretion. If we accept the request:
- (a) we may debit the overdrawn amount to your *account*;
 - (b) your *account* will incur an Account Overdrawn Fee. The current amount of this fee is set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*;
 - (c) we will calculate interest on the overdrawn amount on a daily basis and charge it to your *account* on a monthly basis; and
 - (d) you must repay the overdrawn amount immediately.

- 10.3 We may change the interest rates for overdrawn *accounts* from time to time at our discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our current interest rates for overdrawn *accounts* are set out in the Schedule of Interest Rates for Personal Accounts in Part 3 of the *Terms and Conditions*. You can find out our current interest rates at any time by calling our Member Support Centre on 13 19 87, by visiting our website newcastlepermanent.com.au, or by visiting any branch.
- 10.4 We do not agree to provide you with credit merely because we accept your request for an *instant overdraft facility* and debit an amount to your *account* that causes it to be overdrawn.

11. Record of Account and Confirmation of Transactions

- 11.1 If you have a Statement Savings Account, Special Monthly Interest Statement Account, Mortgage Offset Account, Rapid Saver Statement Account or Spend Account we will automatically issue you with a statement of *account* at least once every 6 months. If you would like to receive a statement of *account* more frequently, please contact one of our branches or call 13 19 87.
- 11.2 You must check your statement of *account* and immediately notify us if you suspect there are errors or unauthorised transactions shown on your statement.
- 11.3 If you have an Achiever Account, Special Monthly Interest Passbook Account, Money Management Account, Christmas Club Account, Money Minder Account, Rapid Saver Passbook Account, Save Account or Education Savings Account we will issue you with a passbook, which will be the record of transactions. The *Terms and Conditions* relating to your passbook are set out in Section E of this document: Passbooks.
- 11.4 You agree that confirmation of the transactions involving your *account* may be provided by means of:
- (a) your passbook, if you have a passbook *account*;
 - (b) you requesting confirmation over the counter at any of our branches;
 - (c) via *Internet Banking* or *Phone Banking*, if you have access to those *payment facilities*; or
 - (d) an *SMS account transaction enquiry*, if you have access to and have activated that service.

12. Joint Accounts

This clause applies if an *account* is in two or more names jointly.

- 12.1 The *Terms and Conditions* bind each *account* holder separately as well as jointly. Without limiting the generality of this clause, if an *account* is overdrawn, each person who is a joint holder of the *account* is liable both on their own and together for payment of all or any of the amount overdrawn. You should carefully consider any arrangement which involves you becoming a joint *account* holder.
- 12.2 Subject to clause 12.3, you do not require the authority of any other *account* holder to operate the *account*. When a joint holder of an *account* instructs us to carry out an action, or makes a transaction, we will act on the instructions of that *account* holder.
- 12.3 If you have arranged with us for the *account* to be operated on the signatures of all joint *account* holders, or by another means acceptable to us, we will only allow the *account* to be operated in accordance with these instructions. If we do this, a *card* will not be issued for that *account*.
- 12.4 We are not required to make any inquiries in relation to any instructions you give us with respect to the operation of your *account*. You are jointly and severally liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.
- 12.5 Despite any instructions you may give us to the contrary, we may insist that the joint *account* only be operated on the signatures of all joint *account* holders, if:
 - (a) one of the joint *account* holders requests us in writing to do so; or
 - (b) we are notified in writing of any dispute between the joint *account* holders.
- 12.6 If the *account* is established in the name of an unincorporated association or body, all signatories to the *account* will be deemed to be joint *account* holders.
- 12.7 If any of you die, the *account* will be treated as the *account* of the surviving *account* holder(s) only.
- 12.8 You agree that each of you may have access to information about the *account* without the consent of the other joint *account* holder(s).

13. Authorised Users

- 13.1 You may authorise one or more other people to operate your *account*. To arrange this you will need to complete a request in accordance with our procedures. We do not have to agree to your request. If approved, we may issue that person with the means to access *payment facilities* available with your *account*.
- 13.2 A person that is authorised to use your *account* is called an *authorised user*. The *Terms and Conditions* apply to an *authorised user* in the same way that they apply to you. You should ensure that any *authorised user* has read the *Terms and Conditions* and complies with them. If the *authorised user* does not comply with the *Terms and Conditions*, you will be in default.
- 13.3 When an *authorised user* instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. We are not required to make any inquiries in relation to any instructions received from an *authorised user* in relation to the operation of your *account*. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.
- 13.4 You can arrange to have the authority of an *authorised user* revoked at any time. If you want to revoke the authority of an *authorised user*, you must notify us in writing and return to us any *card* or chequebook that we have issued to that person. You remain responsible for all transactions made using an additional *card* or chequebook until they are returned to us.
- 13.5 You consent to us giving an *authorised user* information about your *account*.

14. Account Combination

- 14.1 We reserve the right to transfer funds from your *account* to any other *account* you hold with us or to combine your *account* with any other *account* you hold with us. For example, we may do this if one of your *accounts* is overdrawn or in debit and the other is in credit.
- 14.2 We may deduct from the amount we combine our Account Combination Fee. The current amount of this fee is set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*.
- 14.3 You cannot assume that we will transfer funds or combine your *accounts* if one *account* is overdrawn but the other is in credit. For example, if cheques are drawn by you which result in your *account* being overdrawn, we are under no obligation to transfer funds or combine the overdrawn *account* with an *account* which is in credit. To cover these cheques you will need to make a deposit, or transfer the funds from your other *account* to the *account* the cheques have been drawn

from. Failure to have sufficient funds in your *account* may result in cheques being dishonoured with a fee and interest being charged to your *account*. Our current *fees and charges* are set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*.

- 14.4 If we choose to transfer funds between your *accounts* or combine 2 or more of your *accounts* we will promptly inform you.

15. Cancelling a Payment facility

- 15.1 We may at our absolute discretion cancel a *payment facility* at any time without notice to you.
- 15.2 Without limiting the circumstances in which we may cancel a *payment facility*, we may cancel a *payment facility* if:
- (a) we believe any of your *card*, chequebook, passbook or *access codes* are being used, or will be used, in a way that will cause loss to you or us;
 - (b) we reasonably believe you induced us to issue the *payment facility* by fraud;
 - (c) you or any *authorised user* breach any of the *Terms and Conditions*;
 - (d) your *account* is closed.
- 15.3 If we cancel a *payment facility* we will notify you as soon as possible afterwards.
- 15.4 You may cancel a *payment facility* at any time by giving us notice in writing or visiting one of our branches.
- 15.5 If your *card* is cancelled, you must immediately return to us all *cards* issued to you or an *additional cardholder* (cut in half for your protection). You will be liable for any transaction you or any *additional cardholder* make until the *card* is returned to us.
- 15.6 If your personal cheque facility is cancelled, you must immediately return to us all unused cheques issued to you or an *authorised user*. We may dishonour any cheque presented after cancellation of your personal cheque facility. You will still be liable for any cheques presented after cancellation that have not been dishonoured.
- 15.7 If we cancel your access to *Internet Banking* or *Phone Banking*, we may refuse any transaction you initiate through *Internet Banking* or *Phone Banking* without giving any reason or advance notice to you.
- 15.8 If you cancel an *automatic transfer*, we may not be able to stop a payment being made if we receive your instructions to cancel the *automatic transfer* later than 3 *business days* prior to the due date of the payment.

16. Closure of Account by You or Us

- 16.1 You may close your *account* only if it is in credit or has a zero balance.
- 16.2 You can close your *account* by completing a withdrawal form at one of our branches and presenting it to a branch assistant together with:
- (a) all unused cheques issued to you or an *authorised user* and all *cards* issued to you or an *additional cardholder*; or
 - (b) your passbook.
- 16.3 If you wish to close your Christmas Club Account other than during November or December, we will reduce the interest payable on your savings (see clause 8.7 above).
- 16.4 We may close your *account* at any time by giving you notice that is reasonable in all of the relevant circumstances and by reimbursing you for any amount standing to the credit of your *account*. If you or an *authorised user* breaches any of the *Terms and Conditions*, we may close your *account* without giving you prior notice.
- 16.5 If your *account* is closed:
- (a) we may cancel any card linked to that *account*, cancel any personal cheque facility linked to that *account* and disable your access to *payment facilities*;
 - (b) you must return to us all *cards* and all unused cheques linked to that *account*;
 - (c) you will be liable for any transactions that were not processed at the time the *account* is closed and all linked *cards* are returned to us, or that occur on the *account* (including but not limited to outstanding merchant purchases, cash advances and cheques presented) after the *account* is closed and all linked *cards* are returned to us; and
 - (d) we will deduct any unpaid *fees and charges* from your *account* balance before repaying to you the amount standing to the credit of the *account*.

17. Change of Name or Address

- 17.1 If you change your name or address (residential, mailing or, where relevant, email), you must notify us as soon as possible.
- 17.2 For a change of name we will require notification in writing and we will need evidence of the name change.

18. Changes

- 18.1 We may change the *Terms and Conditions* at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to the requirements of that law.
- 18.2 You agree that we can give you notice of changes to the *Terms and Conditions*, any material change, or any significant event that affects any of the matters specified in the *Terms and Conditions* in writing, electronically, by an advertisement in a major daily newspaper or in any other way permitted by law.
- 18.3 The table below sets out how and when we will notify you of changes.

Type of Change	Minimum Number of Days Notice	Manner of Giving Notice
Increase a fee or charge (other than a government charge).	30	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law.
Impose or increase a charge relating solely to the use of an <i>access method</i> , or the issue of an additional or replacement <i>access method</i> .	30	In writing.
Increase your liability for losses relating to <i>EFT transactions</i> .	20	In writing.
Impose, remove or adjust the transaction limits applying to the use of an <i>access method</i> , an <i>account</i> or <i>electronic equipment</i> .	20	In writing.

Continued next page.

Type of Change	Minimum Number of Days Notice	Manner of Giving Notice
Change to the <i>EFT Conditions</i> (that is not caught by the above).	In time to comply with any applicable law, otherwise in advance of the date the change takes effect. However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the <i>system</i> or individual <i>accounts</i> .	In the manner required by any applicable law, or if there are no such requirements, in a manner which is likely to come to the attention of as many <i>account</i> holders as possible, which may include: <ul style="list-style-type: none"> – by notice on or with your periodic statement; – by notice on an <i>ATM</i> or in a branch; – by press advertisement.
Any other changes including a change to any other <i>term or condition</i> (that is not caught by the above) that may have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 3 months after.	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law.
Any other changes including a change to any other <i>term or condition</i> (that is not caught by the above) that we reasonably believe will not have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 12 months after.	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law.

- 18.4 If you hold an *account* jointly, you agree that we may notify you jointly, or we may notify any one of the joint *account* holders, as agent for all other joint *account* holders, at the address recorded on file. If we do this, all *account* holders will be deemed to have received this information.

19. Dispute Resolution Procedures

- 19.1 If you have a complaint or query, you should contact our Member Support Centre on 13 19 87 or visit one of our branches for assistance as soon as possible. If you are not satisfied with the information you have been given, you can enquire further in writing. You must set out all relevant information available to you in relation to the matter.
- 19.2 If we cannot immediately resolve the matter, we will:
- (a) acknowledge receipt of your complaint promptly and, if the dispute is in relation to an *EFT transaction*, inform you in writing of the procedures we will follow to investigate and resolve the matter;

- (b) investigate the dispute;
 - (c) if necessary, decide upon the appropriate action; and
 - (d) respond to you within 21 days of receiving your complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation.
- 19.3 If the dispute is in relation to an *EFT transaction* and we are unable to resolve the dispute within 45 days, we will inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response).
- 19.4 If your complaint involves a Visa Debit card and we decide to exercise any rights we may have under the rules of the Visa Debit card scheme:
- (a) the time limits under the rules of the scheme will apply instead of the time limit referred to in clause 19.2(d) above;
 - (b) reference to “45 days” in clause 19.3 above is replaced with “60 days” and we will provide you with updates every 2 months instead of each month.

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount which is the subject of a complaint which is dealt with under this clause 19, and any credit or other charges related to that amount, will be suspended until the complaint is resolved.

- 19.5 When we have completed our investigation of your complaint, we will promptly inform you in writing of the outcome of that investigation and the reasons for that outcome (including references to relevant clauses of the *EFT Code*, if the dispute was in relation to an *EFT transaction*) (however our advice need not be in writing if your complaint is settled immediately after we receive notice of your complaint, to the satisfaction of both you and us). Unless your complaint has been resolved completely in your favour, we will also inform you of any further action you can take, including any avenue of appeal you might have against our decision through our Internal Dispute Resolution Committee. You should address your request for your complaint to be reviewed in writing to:

Newcastle Permanent Dispute Resolution Committee
PO Box 5001
HUNTER REGION MC NSW 2310

We will inform you in writing of the decision made by the Internal Dispute Resolution Committee. We will also inform you of any further action you can take, including any avenue of appeal you may have against our decision through an external dispute resolution service including contact details of that external dispute resolution service. This external dispute resolution service is provided free of charge to you.

- 19.6 If as a result of our investigation of your complaint we decide that your *account* has been incorrectly credited or debited, we will immediately make adjustments to your *account* and notify you in writing of those adjustments.
- 19.7 If your complaint is in relation to an *EFT transaction* and on completion of our investigation we decide that you are liable for at least part of the amount of the transaction, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction and advise you in writing whether there was any *system* or equipment malfunction at the time of the transaction.
- 19.8 As an alternative to the procedure described above, if your complaint is in relation to an *EFT transaction* and we decide to resolve the complaint in your favour, we may adjust your *account* accordingly within 7 *business days* of receipt of that complaint and inform you of any further action you can take in respect of the *EFT Code*, including contact details of an external dispute resolution service.

20. Taxation

- 20.1 You may need to pay tax on interest earned on your *account*.
- 20.2 The personal circumstances of each member are different and we encourage you to seek independent taxation advice.
- 20.3 If your *account* is a Mortgage Offset Account, interest which would otherwise be payable on your Mortgage Offset Account which is set off against your home loan is currently not subject to income tax. The tax effects of having an offset account are subject to the policies of the Australian Taxation Office which may change.
- 20.4 We are required by law to collect your Tax File Number (TFN) or a TFN exemption. If you choose not to provide us with your TFN or a TFN exemption, or you are a non-resident, we may be required by law to deduct tax from interest earned on your *account*, calculated at the maximum personal marginal tax rate plus the Medicare levy. The tax deducted from your *account* will be sent to the Australian Taxation Office. This amount can be included on your next tax return and may reduce the amount of tax you will be required to pay.
- 20.5 Similar requirements also apply to a joint *account* where one or more of the *account* holders have not supplied their TFN or TFN exemption.

21. Confidentiality

- 21.1 We will take reasonable steps to maintain the confidentiality of your *account* and personal details. However, there may be circumstances which entitle us to disclose your *account* details, such as, when you have given us your consent to do so, when the law compels us to disclose your *account* details or when you have, by your conduct (but without actually telling us), released us from our duty to maintain the confidentiality of your *account* details.

22. Telegraphic Transfers and Overseas Drafts

- 22.1 We can send money overseas for you in Australian or foreign currencies. You can ask us to arrange a telegraphic transfer or overseas draft. We do not have to agree to your request. *Fees and charges* apply for the provision of these services: see the Schedule of Fees, Charges and Daily Limits in Part 2 of the *Terms and Conditions*.

23. Miscellaneous

- 23.1 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 23.2 We can decide, at our discretion, the order in which payments will be processed.
- 23.3 We may give you a certificate about a matter in connection with your *account*. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 23.4 Notices and other communications for us may be:
- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office; or
 - (b) given by any other means permitted by law.
- 23.5 Subject to the requirements of any law, notices and communications for you may be:
- (a) given to you personally or left at:
 - (i) any address specified by you; or
 - (ii) (if you are an individual) your residential or business address last known to us; or
 - (iii) (if you are a body corporate) your registered office; or
 - (b) sent by prepaid post to any of these places; or

- (c) sent by facsimile to your residential or business facsimile number last known to us; or
 - (d) given electronically; or
 - (e) given by any other means permitted by law.
- 23.6 You must give us any information or documents we require to identify you or any person authorised to operate your *account*. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 23.7 Enforcement expenses may become payable if you breach the *Terms and Conditions*. For instance, if you overdraw your *account* without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you.
- 23.8 We are required under the *Banking Act 1959* to identify all *accounts* which have not had a member generated transaction in the last 7 years. We may be required under this Act to forward monies held in these *accounts* to the Australian Securities Investments Commission. An administration fee will apply in relation to *accounts* which are closed or become dormant. See Fees, Charges and Daily Limits in Part 2 of the *Terms and Conditions*.
- 23.9 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the *Australian Securities and Investment Commission Act 2001* or *Trade Practices Act 1974*, which cannot be excluded, restricted or modified by agreement. If your *account* is of a kind not ordinarily acquired for personal, domestic or household use or consumption, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 23.10 Part or all of any provision of the *Terms and Conditions* that is illegal or unenforceable may be severed from the *Terms and Conditions* however the remaining provisions of the *Terms and Conditions* will continue in force.
- 23.11 We may assign or otherwise deal with our rights under the *Terms and Conditions* in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under the *Terms and Conditions*.

23.12 To the extent that a Consumer Credit Code applies to the *Terms and Conditions* and:

- (a) that Code would otherwise make a provision of the *Terms and Conditions* illegal, void or unenforceable; or
- (b) a provision of the *Terms and Conditions* would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, the *Terms and Conditions* are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

23.13 You authorise us to debit to your *account* any amount that under the *Terms and Conditions*:

- (a) you are liable for;
- (b) we are entitled to debit to your *account*;
- (c) you have to pay us.

23.14 You acknowledge that:

- (a) the products listed under the heading "Statement Accounts" and "Passbook Accounts" in the introduction of Section C of this document may not always be offered by us; and
- (b) as from 12 January 2009 unless we otherwise notify, you will not be able to open a new *account* of, or convert an existing *account* to, one of the following products:
 - (i) Spend Account;
 - (ii) Achiever Account;
 - (iii) Save Account; and
 - (iv) Education Savings Account.

Section D: Personal Cheque Facility

This section applies if you have a Personal Cheque Facility attached to your *account*. The Personal Cheque Facility is available with the following *accounts*:

- ✧ Statement Savings Account
- ✧ Special Monthly Interest Statement Account
- ✧ Mortgage Offset Account; and
- ✧ Spend Account.

Access to the Personal Cheque Facility and the issue of a cheque book is subject to our approval. We may conduct a credit check before this facility is made available to you.

24. Issuing and Writing Cheques

- 24.1 You must be 18 years of age or over to apply for a cheque facility. If you are under 18 years of age then the *account* must be held in joint names with your parent or legal guardian as the other *account* holder.
- 24.2 You may only write cheques on the forms we supply and which are crossed and endorsed "Not Negotiable". All cheques that you write must be completed clearly and signed by you or an *authorised user* in accordance with any instructions you give us in relation to the use of your *account*.
- 24.3 When filling out a cheque you should always write the amount of the cheque in words as well as figures, as words are more difficult to alter. You should:
- (a) try not to leave any gaps between the words or figures;
 - (b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;
 - (c) add the words "only" after the amount in words; and
 - (d) begin the amount in figures as close as possible to the printed \$.
- This can help to reduce the risk of fraud.
- 24.4 You must never write on a cheque with a pencil or erasable ink.

- 24.5 We may charge you and debit your *account* with any *government charge*, impost, levy or any bank *fees and charges* (other than those which we agree to pay) payable in relation to, or incidental to, the issue of a cheque by you.
- 24.6 The issuing of a cheque by you or an *authorised user* authorises us to debit your *account* with the amount of any cheque signed by you or an *authorised user* in accordance with the operating instructions on your *account*. You or an *authorised user* should only draw a cheque if you have sufficient available funds in your *account*.
- 24.7 You must take all reasonable care to prevent fraud occurring in relation to your cheque facility.

25. What is the effect of Crossing a Cheque?

- 25.1 Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the financial institution that the cheque must be paid into an *account* with a financial institution and not cashed.

26. What is the meaning of “Not Negotiable”?

- 26.1 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 no greater rights than the person who transferred it to him or her.
- 26.2 For example, if your cheque has been stolen and passed by a thief to an innocent person, you may be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

27. What is the meaning of “Account Payee Only”?

- 27.1 These words on a cheque are a warning to a financial institution with which the cheque is deposited that the cheque should be paid only to an account in the name of the person named in the cheque as payee.

28. What is the significance of deleting “or bearer”?

- 28.1 The words “or bearer” mean that (except in the case where the cheque is crossed and must therefore be collected by a financial institution) the financial institution on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or stole it unless the financial institution has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.
- 28.2 If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a financial institution) the financial institution on which the cheque is drawn 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.

29. Stopping your Cheque

- 29.1 You may request payment to be stopped on a cheque which has not yet been presented for payment as long as you pay any charges we impose for this service. For full details refer to the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*.
- 29.2 To stop a cheque you must contact us by telephone or at one of our branches. We will require confirmation in writing. You should identify the cheque clearly by telling us the name of the *account*, the amount of the cheque, the number and date of the cheque and name of the payee.

30. Dishonouring Cheques

- 30.1 We may, at our discretion, dishonour a cheque if:
- (a) you have insufficient cleared funds in your *account* to cover the cheque or honouring the cheque would mean the balance of your *account* exceeds your *credit limit*;
 - (b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated, stale or has no payee stated or has been materially altered and you have not authorised the alteration);
 - (c) you have instructed us to stop payment on the cheque;

- (d) your *account* has been closed or your cheque facility cancelled;
 - (e) we have received notice of your mental incapacity, bankruptcy or death.
- 30.2 We are entitled to charge a fee if we dishonour a cheque drawn on your *account*. The current amount of this fee is set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*.

31. Exceeding your Available Balance

- 31.1 If for any reason we honour a cheque which exceeds the cleared funds in your *account* or results in the balance of your *account* exceeding your *credit limit* (or is presented after your *account* is closed or your cheque facility is cancelled), then you shall incur a debt to us for that amount. This is not an agreement by us to provide you with credit. This debt is payable immediately to us together with any interest and costs or expenses we may incur in the collection of this debt.

32. The Security of your Cheques and Cheque Book

- 32.1 You must keep your cheque book and all unused cheques in a safe place at all times to prevent possible loss, theft, misuse, forgery, fraud or unauthorised use of your cheque facility.
- 32.2 You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not sign blank cheques.
- 32.3 You must notify us as soon as possible of the loss, theft, misuse or unauthorised use of any cheque or your cheque book. You can contact us on 13 19 87. If you delay unreasonably in advising us that a cheque or cheque book is lost or stolen or misused, other people may be able to withdraw money from your *account* without your permission.

33. Our Liability

- 33.1 In addition to any matters already outlined within the *Terms and Conditions*, we will not be liable to you for:
- (a) any delay or failure in effecting a transaction on your behalf;
 - (b) any act or transaction performed or effected by us in good faith on your behalf; or
 - (c) the dishonour or failure to dishonour any cheque drawn by you.

Section E: Passbooks

34. About your Passbook

- 34.1 If your *account* is a passbook *account*, your passbook is a record of the transactions on your *account*. Each time you present your passbook for updating we will record particulars of each transaction on your *account* including the amount of the transaction and the current balance of your *account*. You should present your passbook each time you make a deposit or withdrawal at one of our branches.
- 34.2 By opening a passbook *account* with us, you agree that:
- (a) you have a right to a reasonable opportunity to present your passbook to us;
 - (b) we will enter particulars of each transaction involving your *account* including the amount of the transaction and the current balance of your *account* when you present your passbook to us; and
 - (c) the ability to have your passbook updated at one of our branches is the facility through which confirmation of transactions on your *account* are provided to you.

35. Security of your Passbook

- 35.1 Your passbook should be safeguarded from theft or unauthorised use. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards containing your signature.
- 35.2 You must notify us immediately by phoning our Member Support Centre on 13 19 87 or by contacting us at one of our branches in person if your passbook is lost, stolen or destroyed. If you do not, other people might be able to withdraw money from your *account* without your permission. If you do not comply with this condition and someone uses your passbook to withdraw money from your *account* we will not be held liable.
- 35.3 If an unauthorised *EFT transaction* is made on your passbook *account*, without your knowledge or consent, liability for that transaction will be determined in accordance with Section G: *EFT transactions*. Otherwise we are not liable for any amount withdrawn from your *account* until you tell us that your passbook has been stolen, mislaid or lost.

Section F: Cards and Electronic Banking

We warrant that we will comply with the requirements of the *EFT Code*.

Part 1: Cards

This Part and Part 3 below apply if we have issued a *card* on your *account*.

A *card* is available with the following *accounts*:

- ✧ Statement Savings Account
- ✧ Special Monthly Interest Statement Account
- ✧ Mortgage Offset Account
- ✧ Spend Account; and
- ✧ Rapid Saver Statement Account

The issue of a *card* is subject to our approval. We may conduct a credit check before this facility is made available to you.

If you wish to apply for a Cashcard and you are under 16 years of age we may require a parent or legal guardian to sign a consent form.

You must be 18 years of age or over to apply for a Visa Debit card. If you are under 18 years of age then the account on which the Visa Debit card is to be issued must be in joint names with your parent or legal guardian as the other account holder.

36. About Your *Card*

- 36.1 Your *card* acts as a “key” to allow you to access your *account* electronically. This means you have access to your money away from our branches.
- 36.2 Your *card* is a debit card, which means you must have sufficient available funds in your *account* or if you have a *credit facility*, sufficient *credit limit* to cover each transaction.
- 36.3 Each *card* is for the sole use of the person authorised to use it.
- 36.4 The *card* is only valid from the valid date (when shown or, if not shown, the issue date) to the “valid end” date shown on it.
- 36.5 You must sign your *card* as soon as you receive it and ensure that any *additional cardholder* also immediately signs his or her *card*. A *card* may not be accepted unless it has been signed.

- 36.6 Each *card* we issue remains our property.
- 36.7 We may retain or require you to return your *card* at any time. If we ask you to return a *card*, you must do so immediately. If we issue a replacement *card* to you, you must not use the *card* it replaces ("the replaced *card*") and you remain liable for any use of the replaced *card*.
- 36.8 We may issue a replacement *card* at any time.
- 36.9 Subject to further terms and conditions outlined below, your *card* can be used in the following ways:

Using your Card	Cashcard	Visa Debit Card
To deposit funds into your <i>account</i> at one of our <i>ATMs</i> where deposits are accepted.	✓	✓
At an <i>ATM</i> in Australia to withdraw funds where Cashcards are accepted.	✓	✓
Using <i>EFTPOS</i> in Australia to purchase goods and/or services.	✓	✓
Using <i>EFTPOS</i> in Australia, if the merchant agrees, to withdraw funds with your purchase.	✓	✓
To deposit and withdraw funds at a Newcastle Permanent branch.	✓	✓
By signing a voucher to purchase goods and/or services in Australia where Visa cards are accepted.	✗	✓
Through mail order, by telephoning or using the Internet where Visa cards are accepted.	✗	✓
At an <i>ATM</i> overseas to withdraw funds (cash advance) where Visa cards are accepted.	✗	✓
By signing a voucher to purchase goods and/or services overseas where Visa cards are accepted.	✗	✓

37. Using your Card to Obtain Goods and Services

37.1 At a merchant.

You can normally use your *card* to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the card logo is displayed, as follows:

- (a) all *cards* can be used in Australia:

- (b) Cashcards can be used only where the *EFTPOS* and Cashcard logos are displayed;
- (c) Visa Debit cards can be used throughout the world where Visa cards are accepted.

The fact that the card logo is displayed at a merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the *card*. We are not responsible if a merchant refuses to accept your *card*, does not allow cash withdrawals or places other limitations on the use of your *card*.

We have no control over the hours a merchant may be open for business. The hours during which a *terminal* will be available may therefore vary in accordance with the merchant's opening hours.

37.2 Through mail order, by telephone or using the Internet.

You can use your Visa Debit card to obtain goods and services through mail order, by telephone or by using the Internet, where the merchant accepts that form of payment.

We are not responsible for goods or services obtained by you using your *card*, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.

37.3 When a merchant places a "hold" on funds in your account.

Sometimes a merchant will require the details of your Visa Debit card before you make a purchase.

For example, a hotel might require you to hand over your Visa Debit card at the beginning of a stay as security for the cost of your accommodation. When this happens, the hotel will normally take an electronic swipe of your *card* and then return your *card* to you. The electronic swipe will confirm to the hotel that you have sufficient available funds in your *account* to cover the cost of your stay. This does not amount to a transaction, however a "hold" will be placed on funds in your *account* up to that amount. You will not be able to access those funds until the "hold" is removed. When a transaction for this amount is processed, the "hold" will be removed. If, for example, at the end of your stay you choose to pay with cash instead of your Visa Debit card, or the amount of your bill is greater or lesser than the amount over which the hotel has placed a "hold", the "hold" will not be removed and you may not be able to access all of the funds in your *account*. You may be prevented from accessing those funds over which the hotel has placed a "hold" for a period of up to 14 days.

Unfortunately, we cannot cancel a “hold” that has been placed on funds in your *account*. However you may cancel the “hold” by:

- (a) performing a transaction with that merchant for an equal amount; or
- (b) asking the merchant at the time you perform the transaction to remove the “hold”.

For further information, please contact our Member Support Centre on 13 19 87 or visit one of our branches.

37.4 Authorisation.

You must check that the correct amount is entered in a *terminal* or written in the “total” box on a voucher before you authorise the transaction or sign the voucher.

38. Using your Card to Obtain Cash Withdrawals

- 38.1 You can obtain cash from your *account* at any of our branches up to your entitlement to withdraw from your *account*, by presenting your *card* at the counter and completing a withdrawal form.
- 38.2 You can also use the *card* in combination with your *PIN* to obtain cash from any of our *ATMs*, most *foreign ATMs* and through *EFTPOS* (where the merchant agrees to allow you to withdraw cash).
- 38.3 If you have a Visa Debit card, you may also be able to obtain cash from your *account* by presenting your *card* at a branch counter of some associated financial institutions. A Cash Advance Fee will apply. The current amount of this fee is set out in the Schedule of Fees, Charges and Daily Limits for Personal Accounts in Part 2 of the *Terms and Conditions*.
- 38.4 When obtaining cash at a branch of a financial institution, you may be required to produce suitable identification which identifies the holder of the *card* (such as a photographic driver’s licence or passport).
- 38.5 You may obtain cash with your Visa Debit card from any *ATM* or from any branch of a financial institution throughout the world displaying the Visa logo.
- 38.6 The minimum amount of cash you can obtain using the *card* may vary depending on which financial institution or *ATM terminal* you use.
- 38.7 We do not warrant that *ATMs* will always have money available.

39. Vouchers

- 39.1 You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the purchase price of the goods or services to which the voucher or withdrawal slip relates.

40. Using a Terminal

- 40.1 When you or an *additional cardholder* use your *card* and *PIN* at a *terminal*, you authorise us to act on the instructions entered into the *terminal*.
- 40.2 Money is at your risk from when it becomes visible or available to you or an *additional cardholder* at an *ATM*.

41. How we Process Transactions if you Use your Card Outside Australia

- 41.1 Our Visa Debit cards can be used to obtain cash or purchase goods or services in local currency at most overseas *terminals* displaying the Visa logo.
- 41.2 Transactions are converted from the currency of the transaction to the Australian dollar equivalent, or to United States dollars then to the Australian dollar equivalent, as at the date they are processed by Visa International at rates determined by Visa International. This amount plus any charges will then be debited to your *account*. The current amount of the conversion fee is set out in the Schedule of Fees, Charges and Daily Limits in Part 2 of the *Terms and Conditions*.
- 41.3 All transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

42. Deposits at our ATMs

- 42.1 Deposit envelopes from our *ATMs* are opened by our employees who check the contents. If the envelope's contents differ from the amount recorded by the *ATM* as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to your *account*.
- 42.2 Coins are not accepted for deposit.
- 42.3 A deposit at an *ATM* is at your risk until the deposit is completed in accordance with the procedures indicated by the *ATM*.
- 42.4 Please Note: You may only make deposits through our branches, our *ATMs* which accept deposits or by using other depositing services of which we will advise you.

43. Electronic Banking System Malfunction

43.1 Alternative procedure

If the electronic banking *system* malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using your *card* and signing your authorisation of the transaction.

43.2 Liability

We are responsible for any loss caused by the failure of the *system* or *electronic equipment* controlled by or provided on behalf of us to complete a transaction in accordance with your instructions, where our investigations show that the loss is directly caused as a result of a *system* or equipment malfunction and the claim is substantiated by investigation. We will correct the loss by making any necessary adjustment to the appropriate *account* (including adjustment of interest or fees incurred as a result of the malfunction).

If we are responsible but you should have been aware of the error, our liability is limited to correcting errors in your *account* and refunding any charges or fees inappropriately charged.

Please tell us about any service fault or difficulty with a *terminal*. During normal working hours you can tell one of our employees at any of our branches. Alternatively, outside normal working hours you can call our after hours hotline on 13 19 87.

44. Using Foreign ATMs

- 44.1 The financial institution that owns the *ATM* can determine from time to time what transactions can be carried out at their *ATMs* and can impose cash limits on their *ATMs*. You should check with the financial institution that owns the *ATM* if you have any questions about what transactions are available or what cash limits apply.
- 44.2 Additional fees may be incurred if you use a *foreign ATM*.
- 44.3 We do not accept any responsibility for an operator of another *ATM* imposing restrictions or conditions on the use of that *ATM*.

45. Authorising a Transaction

- 45.1 Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:
- (a) the transaction exceeds the cleared funds in your *account* or honouring the transaction would mean the balance of your *account* exceeds your *credit limit*;
 - (b) your *card* has been reported lost or stolen; or
 - (c) we have any other good reason to do so.
- 45.2 You authorise us to give information to other persons for the purpose of authorising transactions.
- 45.3 You authorise us to debit your *account* with the amount of any purchases or cash advances and any other transactions made using your *card* or any additional *card*.

Part 2: Internet and Phone Banking

This Part and Part 3 below apply if you register for access to *Internet Banking* or *Phone Banking*.

46. *Internet Banking* or *Phone Banking*

You can use *Internet Banking* or *Phone Banking* to obtain information on your *accounts* and transfer money between *accounts*. Clause 48 sets out the services available through *Internet Banking* or *Phone Banking*.

47. Applying for *Internet Banking* or *Phone Banking*

- 47.1 You can apply to access *Internet Banking* or *Phone Banking* by completing an application form at any of our branches.
- 47.2 Approval of an application is at our discretion.
- 47.3 You must register each *account* you require access to via *Internet Banking* or *Phone Banking*.
- 47.4 You can choose between View Only and Full Access for each *account* registered on *Internet Banking* or *Phone Banking*. If you choose View Only access you will only be able to perform services 1 – 9 in clause 48. If you choose Full Access, you will be able to perform all the services in clause 48. You may change your level of access by completing a request in accordance with our procedures.

475 You may register one or more *Internet Banking* or *Phone Banking* authorised users to:

- (a) access information on your *registered account(s)* by allowing them View Only access; or
- (b) transact on your *registered account(s)* by allowing them Full Access.

You can arrange this by visiting one of our branches and completing a request in accordance with our procedures. You may request us to cancel this authority at any time by notifying us in writing.

48. Services Available using *Internet Banking* or *Phone Banking*

Service Available	Phone Banking	Internet Banking
1. Obtain balances on <i>registered accounts</i> .	✓	✓
2. Obtain a list of recent transactions on <i>registered accounts</i> .	✓	✓
3. Order a statement on any <i>registered account</i> that is a statement <i>account</i> .	✓	✓
4. Order a cheque book on any <i>registered account</i> that has a cheque facility attached.	✓	✓
5. Obtain interest details for the last financial year on any <i>registered account</i> .	✓	✓
6. View an eStatement online for any <i>registered account</i> that is a statement <i>account</i> .	✗	✓
7. Enquire on an <i>account</i> balance of <i>registered accounts</i> by sending an <i>SMS</i> to us using your mobile phone ¹ .	✗	✓
8. Enquire on details of up to the last 5 transactions on <i>registered accounts</i> by sending an <i>SMS</i> to us using your mobile phone ¹ .	✗	✓
9. Receive an <i>SMS</i> from us on your mobile phone notifying you of various activities on <i>registered accounts</i> ¹ .	✗	✓
10. Make a payment using <i>BPAY</i> ² .	✓	✓
11. Transfer funds between your <i>registered accounts</i> ³ .	✓	✓
12. Arrange <i>automatic transfers</i> from your <i>registered account</i> using the <i>Pay Any One facility</i> ⁴ .	✗	✓
13. Alter payment details on existing <i>automatic transfers</i> authorised from any of your <i>registered accounts</i> .	✗	✓

¹ This service is only available if it is activated by you using *Internet Banking*.

² This service is not available for the Christmas Club Account and Money Minder Account.

³ Transfers can only be received into a Money Minder Account, they cannot be made from the *account*.

⁴ *Automatic transfers* are not available with a Money Minder Account. *Automatic transfers* from a Money Management Account or Christmas Club Account can only be made to another eligible account held with us.

49. Your Access Codes

- 49.1 When you are registered for *Internet Banking* or *Phone Banking* we will give you your *access codes*.
- 49.2 Your *access codes* will enable:
- (a) you to use *Internet Banking* or *Phone Banking*; and
 - (b) us to identify you.
- 49.3 To protect you, the 6 digit *password* we issue to you will only be valid for 30 days from the date of issue. Before the expiration of 30 days you will need to access *Internet Banking* or *Phone Banking* (if you wish to have access to both facilities) or the facility you wish to have access to (if you only wish to have access to one) to activate the facility and change your *password*. The initial *password* we issue to you will be the same for both *Internet Banking* or *Phone Banking*. When you change your *password* you may select different *passwords* for *Internet Banking* or *Phone Banking*. Alternatively you may use the same *password* for both facilities. You will be able to access the *system* to change your *password* immediately after we issue the *password* to you.
- 49.4 We are authorised to act upon all instructions given to us using your *access codes* and, subject to any other provisions of the *Terms and Conditions*, you are liable for any such instructions.
- 49.5 We may also require you to use an additional authentication process known as *VerifID* when you instruct us to make payments on your behalf using *Internet Banking*. This requirement is in addition to any *access codes* or other information you must give us when providing instructions using *Internet Banking*. Further information on when you must register and how *VerifID* works is set out in clause 50.
- 49.6 We may record and retain by whatever means, in accordance with the *EFT Code*, the details of transactions which you effect using *Internet Banking* or *Phone Banking*. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your *access codes*.

50. VerifID

- 50.1 We may require some *Internet Banking* transactions including, but not limited to, *BPAY*® payments and *Pay Any One* payments to be authenticated using *VerifID*.
- 50.2 We may require you to register at any time for *VerifID*. If this is the case then we will contact you and assist you through the registration process. If you choose not to register for *VerifID* when we ask, some *Internet Banking* services and functions may no longer be available to you.

- 50.3 Once you are registered for *VerifID* you may be asked during an *Internet Banking* session to authenticate a transaction using this facility. If this occurs then you will be provided with instructions that you will be required to follow to complete the transaction requested.
- 50.4 The authentication code issued through the *VerifID* process is a unique code to confirm the transaction initiated during your *Internet Banking* session and cannot be reused to authenticate subsequent transactions.

51. Transferring Funds

- 51.1 Transfers can only be made from eligible *accounts* that are currently registered on *Internet Banking* or *Phone Banking*.
- 51.2 If you have access to *Internet Banking* you can also make an *automatic transfer* from your *registered account* to another eligible account either held with us, or held with another financial institution. You can do this by accessing the *Pay Any One facility* (refer to Section I: *Automatic Transfers*).

52. Availability

- 52.1 It is your responsibility to use other means of effecting a transaction and obtaining information if for any reason you are unable to use *Internet Banking* or *Phone Banking*.
- 52.2 We will make reasonable efforts to ensure the availability of *Internet Banking* or *Phone Banking* during the hours specified by us from time to time. However, subject to any other provisions of these *Terms and Conditions*, we are not liable to you for, or in connection with:
- (a) the failure of *Internet Banking* or *Phone Banking* to perform in whole or in part, any function which we have specified it will perform;
 - (b) the unavailability of *Internet Banking* or *Phone Banking* to you in whole or in part because of the failure of the *communication network* or any circumstance beyond our reasonable control; or
 - (c) delays or errors in the execution of any transaction or instruction because of the *communication network* or any circumstance beyond our reasonable control.

53. Security of Information

- 53.1 We will take reasonable precautions to ensure that information transmitted by us about your *account* remains confidential and protected from unauthorised access. We will not be otherwise liable for any unauthorised access by any means to that information.

54. Accuracy of Information

- 54.1 We will take reasonable steps to ensure that the information that we make available to you through *Internet Banking* or *Phone Banking* is correct and updated regularly at the intervals we specify from time to time.
- 54.2 Subject to any other provisions of the *Terms and Conditions*, we will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the *communications network* or any other circumstances beyond our reasonable control.

55. Transaction Processing and Limits

- 55.1 We do not impose a limit on your *account* on the number of transactions you can perform using *Internet Banking* or *Phone Banking*. However, we can at our discretion impose a daily limit on the total amount you can transfer from your *account* online via *Internet Banking* or *Phone Banking*. Our current daily limits are set out in Part 2 of the *Terms and Conditions*.
- 55.2 We will issue a *reference number* for each transaction performed using *Internet Banking* or *Phone Banking*. You should record the *reference number* and it should be quoted if you have any queries in relation to that transaction.

Part 3: Security of your Card, PIN and Access Codes

56. Security of Cards, PINs and Access Codes

- 56.1 The security of your *card*, *PIN* and *access codes* and the *card*, *PIN* and *access codes* of *authorised users* is very important. You must make every effort to see that your *card* and any record of your *PIN* and/or any record of your *access codes* are not misused, lost or stolen. If you or an *authorised user* fail to observe the security requirements set out in this Part you may incur increased liability for unauthorised transactions. Your liability will be determined under the *EFT Code* (Section G: *EFT Transactions*).

57. Your Obligations

- 57.1 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) keep secure and protected your records of *access codes*;
 - (e) keep your record of your *member number* and *password* and confidential identification details separate and apart from each other;
 - (f) not disclose your *PIN* or *access codes* or make them available to any other person (including a family member or one of our staff);
 - (g) use care to prevent anyone else seeing your *PIN* being entered into a *terminal*;
 - (h) use care to prevent anyone else seeing or hearing your *access codes* being entered into a telephone or computer;
 - (i) destroy an expired *card*; and
 - (j) not act with extreme carelessness in failing to protect the security of your *card*, *PIN* or *access codes*.

58. Protecting your PIN and Access Codes

- 58.1 We give you the additional convenience and security of being able to personally select your own *PIN* and *password*.
- 58.2 We strongly advise you to select a *PIN* and *password* that you can remember without needing to make a written record of it or anything which reminds you of it.

59. Can you Record a Memory Aid for your PIN and Password?

- 59.1 If you require a memory aid to recall your *PIN* or your *password* you may make such a record provided the record is reasonably disguised. However, you agree not to:
- (a) record your disguised *PIN* on your *card*
 - (b) disguise your *PIN* or your *password* by reversing the number sequence

- (c) describe your disguised record as a "*PIN* record", "*password* record" or similar
- (d) disguise your *PIN* or *password* using alphabetical characters or numbers:
A = 1, B = 2, C = 3, etc
- (e) select or disguise your *PIN* or *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
- (f) store your *PIN* or *password* in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers
 - (iv) mobile phones

59.2 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your *PIN* or *password*.

59.3 You must exercise extreme care if you decide to use a memory aid for your *PIN* or your *password*.

60. Additional Cardholders

- 60.1 We also give each *additional cardholder* a *PIN*. You must ensure that each *additional cardholder* protects their *card* and stores their *PIN* as safely as this Part requires you to protect and store yours.

61. Lost or Stolen Card, PIN or Access Codes

- 61.1 You or any other *authorised user* must notify us immediately if:
- (a) a *card* is lost or stolen; or
 - (b) your *access codes* are lost or stolen; or
 - (c) you or an *authorised user* suspects that a *PIN* or *password* has become known to someone else; or
 - (d) you or an *authorised user* suspects any unauthorised use of a *card*, *PIN* or *registered account*.
- 61.2 You may notify us in Australia by telephoning our 24 hour hotline on 13 19 87. In the case of a Visa Debit card, if you are overseas, please telephone or call at any bank displaying the Visa logo.
- 61.3 If you do not notify us, you may be liable for any unauthorised transactions. Liability for unauthorised transactions is set out in Section G: *EFT Transactions*.
- 61.4 You will need to give us all relevant information you may have, so that we can suspend *card* access to your *accounts* or suspend *Internet Banking* or *Phone Banking* access to your *registered accounts*.
- 61.5 You must confirm in writing any notice you give us by telephone. A failure to do so does not affect your liability for unauthorised transactions. However, it helps us to deal with your report effectively.
- 61.6 When you report the matter you may be given a notification number (or other form of acknowledgment). You should retain that number as confirmation of the date and time of your report.
- 61.7 In Australia if you are unable to report to us because our facilities are unavailable during particular periods, 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.
- 61.8 If a *card* which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.
- 61.9 Any unreasonable delay in notifying us may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your *PIN* or *access codes* (see Section G of this document: *EFT Transactions*).

Part 4: SMS Services

This Part applies if you activate any *SMS Service* using *Internet Banking*.

In this Part and where the context allows, “*you*” and “*your*” has its ordinary meaning under these *Terms and Conditions* but also includes an *authorised user* registered for *Internet Banking*.

62. Using SMS Services

- 62.1 You acknowledge that an *authorised user* may at any time activate the *SMS Service* through *Internet Banking* and by using the *SMS Service*, may access information on your *registered accounts*.
- 62.2 You may nominate only one mobile phone number for the provision of the *SMS Services*. This number must be your own mobile phone number.
- 62.3 To ensure you receive the nominated *SMS Services*, you must keep us up to date with your current mobile phone number and advise us if your mobile phone number is lost or stolen by visiting a branch or calling 13 19 87.
- 62.4 You are prohibited from using an *SMS Service* and in particular, *SMS account balance enquiries* and *SMS account transaction enquiries*, for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may revoke or cancel any *SMS Service* without notice should you engage in this type of behaviour.

63. SMS Alerts

- 63.1 You may at any time activate *SMS alerts* using *Internet Banking*.
- 63.2 You will need to advise us for which *registered accounts* you wish to receive *SMS alerts*. At the time of activating *SMS alerts*, you must nominate a *quick access number* to identify those *registered accounts*.
- 63.3 You can choose to receive an *SMS* from us to your nominated mobile phone number when certain activities occur on *registered accounts* as nominated by you through *Internet Banking*. Please refer to *Internet Banking's Help* feature for details of the type of alerts available.

64. SMS Account Balance Enquiries and SMS Account Transaction Enquiries

- 64.1 You may at any time activate *SMS account balance enquiries* or *SMS account transaction enquiries* using *Internet Banking*.
- 64.2 You will need to advise us which *registered accounts* you wish to access via *SMS*. At the time of activating *SMS account balance enquiries* or *SMS account transaction enquiries*, you must nominate a *quick access number* to identify those *registered accounts* which you have elected to access via *SMS*.
- 64.3 You can choose to receive the following *account* information via *SMS*:
- (a) for *SMS account balance enquiries* – the balance (including the current and available balance) on any *registered account* to which you have *Internet Banking* access; and
 - (b) for *SMS account transaction enquiries* – the transaction history (up to the last 5 transactions only) on any *registered account* to which you have *Internet Banking* access.
- You may request this information via *SMS* using your nominated mobile phone number only. The information will be provided to you via *SMS* using the same mobile phone number.
- 64.4 You can choose to receive an *SMS* failure notification from us if an invalid command is included in an *SMS account balance enquiry* or *SMS account transaction enquiry*. Our *SMS* response will advise you which information was entered.

65. Availability

- 65.1 It is your responsibility to use other means of obtaining information if for any reason you are unable to use or we are not able to provide the *SMS Service*.
- 65.2 We will use our best endeavours to provide you with the nominated *SMS Service*. However we do not guarantee delivery of the *SMS Service* either in a timely manner or at all.
- 65.3 The provision of the *SMS Service* may be affected by a range of factors including technical problems and telecommunications network coverage and availability which relies on third party services. Also, the *SMS Service* may not be received where your mobile phone memory is full.

- 65.4 Subject to any other provisions of these *Terms and Conditions*, we are not liable to you for, or in connection with:
- (a) the failure of a *SMS Service* to perform in whole or in part, any function which we have specified it will perform;
 - (b) the unavailability of a *SMS Service* to you in whole or in part because of the failure of the communication network or any circumstance beyond our reasonable control; or
 - (c) delays or errors in the execution of any instruction because of the communication network or any circumstance beyond our reasonable control.

66. Security of Information

- 66.1 You should be aware that your financial details will be able to be viewed by any person who has access to your mobile phone.
- 66.2 We will not be liable for any unauthorised access by any means to that information.

67. Accuracy of Information

- 67.1 We will take reasonable steps to ensure but cannot guarantee that the information that we make available to you through the *SMS Service* is correct and accurate.
- 67.2 Subject to any other provisions of these *Terms and Conditions*, we will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communications network or circumstances beyond our reasonable control.

Section G:

EFT Transactions

This section details the *Terms and Conditions* specific to *EFT transactions*.

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68. Liability for Unauthorised Transactions

- 68.1 This clause 68 does not apply to any *EFT transactions* carried out by you or by anyone performing an *EFT transaction* with your knowledge and consent.
- 68.2 You will not be liable for losses:
- (a) caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or a merchant or their employees or agents;
 - (b) resulting from unauthorised *EFT transactions* where it is clear that you have not contributed to the loss;
 - (c) that arise from *EFT transactions* which required the use of your *card* or *PIN* and that occurred before you received the *card* or *PIN*;
 - (d) that arise from *EFT transactions* which required the use of your *access codes* and that occurred before you received your *access codes*;
 - (e) resulting from unauthorised *EFT transactions* occurring after you have given us notice as required under clause 61;
 - (f) arising because the *card*, *PIN* or *access codes* are forged, faulty, expired or cancelled;
 - (g) that are caused by the same *EFT transaction* being incorrectly debited more than once to the same *account*.
- 68.3 You will be liable where we can prove on the balance of probability that you contributed to the losses because:
- (a) you acted fraudulently;
 - (b) you wrote or indicated your *PIN* on your *card*; or
 - (c) you wrote or indicated your *PIN* on an article, or several articles, normally carried with or stored with your *card* or liable to loss or theft simultaneously with your *card* (without making any reasonable attempt to protect the security of the records); or

- (d) you wrote or indicated your *password* on one article, or on several articles, normally carried with or stored with your *member number* so that they are liable to loss or theft simultaneously; or
- (e) you disclosed your *PIN* or *access codes* (including to a family member, friend or one of our staff); or
- (f) you allowed someone else to use your *card* or *access codes*; or
- (g) you did not sufficiently disguise your *PIN* or *access codes* as required under clause 59; or
- (h) you selected any of the *PIN* combinations or *password* combinations detailed in clause 59 immediately after we specifically warned you not to do so and that you might incur liability by doing so; or
- (i) you allowed someone else to access your *account* by leaving the *ATM* without removing your *card*; or
- (j) you acted with extreme carelessness in failing to protect the security of your *PIN* or *access codes*.

In these cases you will be liable for the actual losses which occur before we are notified in accordance with clause 61, but you will not be liable for any of the following amounts:

- (a) that portion of the losses incurred on any one day which exceed the applicable transaction limit(s);
- (b) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (c) that portion of the total losses incurred on any *account* which exceeds the balance of that *account* (including any pre-arranged credit);
- (d) all losses incurred on any *accounts* which we and you had not agreed could be accessed using the *access method* (i.e. your *card*, *PIN* or *access codes*);
- (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
- (f) any losses incurred as a result of you disclosing, recording or storing a *PIN* or *access code* in a way that is required or recommended for the purposes of using an *account* access service such as when you provide your code to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.

68.4 Where we can prove on the balance of probability that you have contributed to the losses because you unreasonably delayed in notifying us that:

- (a) your *card* or *access codes* have been lost, stolen or misused; or
- (b) your *PIN* or *access codes* have become known to someone else.

you will be liable for the actual losses which occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified, but you will not be liable for any of the following amounts:

- (a) that portion of the losses incurred on any one day which exceed the applicable transaction limit(s);
- (b) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (c) that portion of the total losses incurred on any *account* which exceeds the balance of that *account* (including any pre-arranged credit);
- (d) all losses incurred on any *accounts* which we and you had not agreed could be accessed using the *access method* (i.e. your *card*, *PIN* or *access codes*);
- (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
- (f) any losses incurred as a result of you disclosing, recording or storing a *PIN* or access code in a way that is required or recommended for the purposes of using an *account* access service such as when you provide your code to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.

68.5 Where your *PIN* or *access codes* were required to perform the unauthorised transaction and neither clause 68.3 nor clause 68.4 applies, you will be liable for the least of:

- (a) \$150; or
- (b) the balance of your *account* (including any pre-arranged credit); or
- (c) the actual loss incurred at the time we are notified (where relevant) that your *card* has been misused, lost or stolen or that the security of your *PIN* or *access codes* has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).

69. Knowledge of Lost or Stolen Card, PIN or Access Codes

- 69.1 It is your responsibility to keep your *card*, *PIN* and *access codes* in a secure location. Because of the measures you are required to take to secure your *card*, *PIN* and *access codes*, if they are lost or stolen this should become evident to you quickly.

70. Authorised users

- 70.1 The exceptions in clauses 68.3 to 68.4 apply equally if an *authorised user* contributes to the unauthorised use or unauthorised transactions in any of the ways listed in the exceptions.

71. Liability under Visa Debit Card Scheme Rules

- 71.1 Despite anything else in this part, if you notify us of an unauthorised transaction on your Visa Debit card, we will not hold you liable for an amount greater than the liability you would have had if we had at the time the notification was made, exercised our rights under the rules of the Visa Debit Card Scheme.

72. Debit Card Transactions without PIN

- 72.1 If your *card* is lost or stolen, you will be liable for any cash withdrawals or purchases by any unauthorised person using your *card* without a *PIN* but with a signature, up until the time you report your *card* to us as lost or stolen. You will not be liable for any cash withdrawals or purchase made after we receive notice from you. This means your liability is not limited to the balance in your *account*.
- 72.2 Where an unauthorised person uses your *card* without a *PIN* to purchase goods or services over the telephone or Internet, your liability will be governed by clause 68 and not by this clause 72.

73. Statements – Electronic Communication

- 73.1 The implications of us using electronic means to communicate with you instead of written communications are that:
- (a) you will not receive a paper record of the communication; and
 - (b) if you wish to retain the message for subsequent reference you will need to either print the message or store the message for later display or printing or listening.

Except where the *EFT Code* otherwise permits and subject to the requirements of any applicable law, you agree that we may use electronic means to communicate with you instead of written communications, for example, to provide you with statements, notices, transaction confirmations or receipts electronically. We may provide this information to any email address or facsimile address nominated by you. You may at any time vary your nominated email or facsimile address or terminate this agreement by notification to us.

- 73.2 Subject to the requirements of any applicable law, where you carry out a transaction through *Internet Banking* on our website newcastlepermanent.com.au and we make a transaction record or receipt (which you can save or print) available to you on our website immediately on completion of the transaction, we will not provide you with a paper transaction record or receipt.

Section H: BPAY[®]

This section applies to BPAY[®] transactions. BPAY[®] transactions are only available through *Internet Banking* and *Phone Banking*.

The BPAY[®] *payment facility* is not available with the Christmas Club Account or the Money Minder Account.

74. BPAY[®] Scheme

- 74.1 We are a member of the *BPAY[®] Scheme*. The *BPAY[®] Scheme* is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (“*billers*”) who tell you that you can make payments to them through the *BPAY[®] Scheme* (“*BPAY[®] payments*”). We will tell you if we are no longer a member of the *BPAY[®] Scheme*.
- 74.2 When you tell us to make a *BPAY[®] payment*, you must give us the information specified in clause 77 below under the heading “Information you must give us”. We will then debit the *account* you specify with the amount of that *BPAY[®] payment*.

75. How to use the BPAY[®] Scheme

- 75.1 *BPAY[®] payments* can be made from eligible deposit *accounts* that are currently listed on your *Internet Banking* or *Phone Banking* facility, provided:
- (a) we will allow *BPAY[®] payments* from the *account*; and
 - (b) there are sufficient cleared funds or credit available in the *account* to meet the value of the *BPAY[®] payment*; and
 - (c) the relevant *biller* agrees to accept the amount.
- 75.2 BPAY[®] is only available if you are a registered *Internet Banking* or *Phone Banking user*.
- 75.3 If there is an inconsistency between the other *Terms and Conditions* applying to your *account* and the BPAY[®] *Terms and Conditions*, the BPAY[®] *Terms and Conditions* will apply to the extent of that inconsistency.
- 75.4 Currently, we will not permit you to use a credit card to pay a bill through the *BPAY[®] Scheme*, but if in future we do, we will treat that payment as a credit card purchase transaction.
- 75.5 The payer acknowledges that the receipt by a *biller* of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that *biller*.

76. Valid Payment Direction

- 76.1 We will treat your instruction to make a *BPAY®* payment as valid if, when you give it to us, your *access codes* are used correctly.

77. Information you must give us

- 77.1 To make a *BPAY®* payment you must:
- (a) enter the correct *member number* and *password* (your *access codes*);
 - (b) select the appropriate "from" *account* (this is the *account* to be debited);
 - (c) enter the appropriate biller code (this will be recorded on your bill);
 - (d) enter the customer reference number (this will be recorded on your bill);
 - (e) enter the amount to be paid; and
 - (f) confirm the details entered (if correct).

You acknowledge that we shall not be 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.

78. Payments

- 78.1 We will not accept an order to stop a *BPAY®* payment once you have instructed us to make that *BPAY®* payment.
- 78.2 You should notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – for those errors see clause 78.6 below) when instructing us to make a *BPAY®* payment, or if you did not authorise a *BPAY®* payment that has been made from your *account*. Clause 79 describes 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.
- 78.3 Subject to clause 81 (cut-off times), *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* on a *business day*; or
 - (b) on the next *business day*, if you tell us to make a *BPAY®* payment after our *payment cut-off time* on a *business day*, or on a non-*business day*.
- 78.4 A delay might occur in processing 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 *business day* or after the *payment cut-off time* on a *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*.
- 78.5 While it is expected that any delay in processing a *BPAY® payment* under this agreement for any reason set out in clause 78.4 will not continue for more than one *business day*, any such delay may continue for a longer period.
- 78.6 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.
- 78.7 When you set up a *BPAY® payment* you may choose to make the payment on a future date. If you have set up a *BPAY® payment* to occur on a future date, you may cancel this payment at least 1 *business day* before the payment is due to be made.

79. Liability for Mistaken Payments, Unauthorised Transactions and Fraud

- 79.1 We will attempt to make sure that your *BPAY® payments* are processed promptly by the participants in the *BPAY® Scheme*, including those *billers* to whom your *BPAY® payments* are to be made. You must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your *BPAY® payment*; or
 - (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*.

We will attempt to rectify any such matters in relation to your *BPAY® payments* in the way described in this clause. 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 clause 68 – Liability for Unauthorised Transactions. Otherwise, except as set out in this clause 79 and clause 83, we will not be liable for any loss or damage you suffer as a result of using the *BPAY® Scheme*.

- 79.2 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 *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.
- 79.3 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 can not recover within 20 *business days* of us attempting to do so that amount 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.
- 79.4 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 that person must refund you the amount of the fraud-induced payment.
- 79.5 If a *BPAY*[®] payment you have made falls within the type described in clause 79.3 and also clause 79.2 or 79.4, then we will apply the principles stated in clause 79.3. If a *BPAY*[®] payment you have made falls within both the types described in clause 79.2 and 79.4, then we will apply the principles stated in clause 79.4.
- 79.6 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 the *BPAY*[®] Terms and Conditions; or
 - (b) acted negligently or fraudulently in connection with other *Terms and Conditions* of your *account*.

- 79.7 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 that *biller* information about your *account* with that *biller* or 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 that consent.

80. Suspension

- 80.1 We may suspend your right to participate in the *BPAY® Scheme* at any time.
- 80.2 The circumstances in which we may suspend your right to participate in the *BPAY® Scheme* include if we believe your *access codes* are being used, or will be used, in a way that will cause losses to you or us.

81. Cut-off Times

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

Cut-off Times: 4.00pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time in New South Wales (whichever is applicable).

- 81.2 However, the payment may take longer to be credited to a *biller* 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 the payment as soon as they receive its details.

82. When a Biller cannot process a payment

- 82.1 If we are advised that your *BPAY® payment* cannot be processed by a *biller*, we will:
- advise you of this;
 - credit your *account* with the amount of the *BPAY® payment*; and
 - take all reasonable steps to assist you in making the *BPAY® payment* as quickly as possible.

83. Consequential damage

- 83.1 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.

Section I:

Automatic Transfers

This section applies if you can arrange for payments to be made from your *account* to any other account held by you or a third party with us or with another financial institution.

This *payment facility* is not available with the Money Minder Account.

The Money Management Account and Christmas Club Account only allow *automatic transfers* to another account held with us.

84. Arranging an Automatic Transfer

84.1 You can arrange an *automatic transfer* by:

- (a) logging on to *Internet Banking* and selecting "Transfer" to either
 - (i) transfer funds between your *registered accounts*; or
 - (ii) transfer funds using the *Pay Any One facility*; or
- (b) visiting any branch and completing a written authority.

84.2 You must give us information we require to enable us to make a payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

85. Timing of an Automatic Transfer

85.1 Your first *automatic transfer* will occur on the date you specify when you arrange the *automatic transfer*. If one of our loan repayment options is selected then the first *automatic transfer* will not commence until the month after the loan is advanced or the commencing date, whichever is the later.

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- 85.2 You must ensure that you have sufficient cleared funds or available credit in your *account*, from which a payment will be made, to enable that payment to be made. Subject to this section, *automatic transfers* can be effected at any time on the nominated day. If the payment date falls on a day other than a *business day*, or where there is no such date in the current month (for example 29th, 30th or 31st), we may process the payment at any time within one *business day* either side of the nominated day (depending on how the *automatic transfer* was established).
- 85.3 Subject to this section, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account numbers you advise us. If you give us instructions to make a payment on a *business day* after 2pm on that *business day* or after 4pm if the *automatic transfer* is through the *Pay Any One facility* (cut-off times), we may process that payment the following *business day*.
- 85.4 A delay might occur in processing an *automatic transfer* where:
- (a) you tell us to make a payment on a day which is not a *business day* or on a day that does not exist (such as where there is no such date in the current month);
 - (b) you tell us to make a payment on a *business day* after the cut-off time specified in clause 85.3; or
 - (c) another financial institution is involved in processing that payment and they do not process the payment as soon as they receive its details.

85.5 *Automatic transfers* can be effected:

Weekly	The <i>automatic transfer</i> is made on the same day each week.
Fortnightly	The <i>automatic transfer</i> is made on the same day each alternate week.
Monthly	The <i>automatic transfer</i> is made on the same date each month.
4 Weekly	The <i>automatic transfer</i> is made on the same day every 4 weeks.
2 Monthly	The <i>automatic transfer</i> is made on the same date every 2 months.
Quarterly	The <i>automatic transfer</i> is made on the same date every 3 months.
Half Yearly	The <i>automatic transfer</i> is made on the same date every 6 months.
Annually	The <i>automatic transfer</i> is made on the same date every 12 months.
Once Only	The <i>automatic transfer</i> is made on the date specified.

If you select one of our loan repayment options in conjunction with a weekly or fortnightly frequency then the *automatic transfer* amount will be calculated by dividing the monthly repayment (plus any additional amount requested) by 4 (weekly) or 2 (fortnightly). This means that throughout the year additional payments will be made due to the cumulative effect of additional days within some months.

86. Stopping or Altering an Automatic Transfer

- 86.1 You can arrange for an *automatic transfer* to be stopped or altered by calling in to one of our branches at least 1 *business day* before the payment is due to be made, or by notifying us in writing at least 3 *business days* before the payment is due to be made.
- 86.2 If you have arranged an *automatic transfer* using the *Pay Any One facility* available through *Internet Banking*, you may also stop or alter this *automatic transfer* through *Internet Banking* at least 1 *business day* before the payment is due to be made.
- 86.3 We may at any time in our absolute discretion stop an *automatic transfer*. If we do this we will notify you in writing.

87. Daily Limits

We can at our discretion, impose a daily limit on the total amount you can transfer from your account online via *Internet Banking* or *Phone Banking*. Our current daily limits are set out in Part 2 of the *Terms and Conditions*.

88. Our Liability

To the extent permitted by law and subject to any other provisions of the *Terms and Conditions*, we are not liable for any loss or damage you suffer as a result of using the *automatic transfer* service or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with a third party financial institution:

- (a) any delay or failure to make a payment which results from a technical failure in the *system* we use to make a payment from your *account* with us to any third party financial institution; and
- (b) any omission, delay or failure on the part of the third party financial institution in processing that payment.

**Drop into your local
branch, visit the website
or call today 13 19 87**
newcastlepermanent.com.au

