

# Deposit Account Terms and Conditions

Dated: 30 March 2022

# About this document

This document is designed to provide you with information about our deposit accounts and assist you in deciding whether or not to acquire these products.

The terms and conditions governing our deposit accounts (which reference this document in the applicable **Product Schedule**) are made up of the following parts:

- this document which includes the general terms and conditions for those accounts;
- the applicable Product Schedule for each account; and
- the Account Access Terms and Conditions.

Together these documents are referred to as the 'terms and conditions'.

You should read all parts of the terms and conditions carefully before acquiring any of the accounts or using any of the payment facilities. You should also keep copies of the terms and conditions for future reference. If you have not received all the parts of the terms and conditions, or if you wish to obtain more information, please contact us.

The terms and conditions are correct as at the date stated on the cover. We may change any of the information contained in the terms and conditions in accordance with the clause entitled 'Changes' in this document.

## The terms and conditions are issued by:

Newcastle Permanent Building Society Limited  
ACN 087 651 992  
Australian Financial Services Licence/Australian Credit Licence 238273

## How to contact us

You can contact us using any of the following methods:

**Internet Banking/mobile app:** log in and send us a secure message

**Phone:** 13 19 87. From overseas +61 2 4907 6501

**Post:** PO Box 5001 HRMC NSW 2310

**In person:** visit [newcastlepermanent.com.au/locate-us](http://newcastlepermanent.com.au/locate-us) to locate your nearest branch

**Email:** [enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au)

**Or visit the website:** [newcastlepermanent.com.au/contact-us](http://newcastlepermanent.com.au/contact-us)

You can also find out general information about our products and services by visiting our website at [newcastlepermanent.com.au](http://newcastlepermanent.com.au)

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## Section A: Meaning of words

In these terms and conditions some words have special meanings as set out in this section.

**“access method”** means any method through which users can give us instructions using electronic equipment to debit or credit an ePayment account. An access method comprises of one or more components including (but not limited to) cards, PINs or a combination of these, EFTPOS contactless, Visa contactless and the Visa easy payment service. It does not include a method where comparison of a user’s manual signature to a specimen signature is required to authenticate an instruction.

**“account”** means the deposit account/s we establish in your name or in your name jointly with another person or persons which reference this booklet in the applicable **Product Schedule**. For the purposes of clause 15 of Section B of this document, it also includes any other Newcastle Permanent accounts (including but not limited to any credit facilities, other deposit accounts, loan accounts or credit card accounts) we establish in your name or in your name jointly with another person or persons. For the purposes of the **Product Schedule** for each relevant account type, it includes that applicable account type only.

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

**“ATM”** means automatic teller machine.

**“authorised user”** means you or any person authorised to operate your account including 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 BPAY®.

**“BPAY®”** means an 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. Details are included in the **Account Access Terms and Conditions**. (BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.)

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

**“card”** means any cashcard or Visa Debit card (including a contactless-enabled card) issued by us for your account.

**“cashcard”** means a card issued by us for your account which can be used via ATM and EFTPOS terminals within Australia but which cannot be used at a contactless terminal.

**“contactless-enabled card”** means any Visa payWave-enabled card and/or EFTPOS contactless-enabled card issued by us for your account.

**“contactless terminal”** (also known as a “contactless reader”) means an approved point of sale terminal that can process a contactless transaction through either Visa or EFTPOS, available at participating merchants only.

**“contactless transaction”** means a transaction using a contactless-enabled card for the purchase of goods and/or services using a contactless terminal.

**“credit card account”** means a credit card account provided to you under a credit card contract you have with us.

**“credit facility”** means the overdraft facility provided to you under 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.

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

**“EFTPOS contactless”** is a payment method provided by EFTPOS through which a customer holding an EFTPOS contactless-enabled card can make a purchase by holding the card in front of a contactless terminal without having to insert or swipe the card or provide a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

**“EFTPOS contactless-enabled card”** means a Visa Debit card which displays a distinctive EFTPOS contactless symbol and which has been activated for use with a contactless terminal.

**“electronic equipment”** includes an electronic terminal (such as but not limited to an ATM, EFTPOS and a contactless terminal), computer, television and all kinds of telephones and mobile devices with required capability.

**“ePayment account”** means an account with us which allows payments, funds transfers and cash withdrawal transactions that are initiated using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**“ePayments Code”** means the ePayments Code published by Australian Securities and Investments Commission dated 1 July 2012 as amended from time to time.

**“ePayment transaction”** means a transaction of the type regulated by the ePayments Code, as specified in the ePayments Code.

**“eStatement”** means an electronic version of your statement and includes a statement issued by email.

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

**“financial institution cheque”** means a cheque which is issued by us and drawn by us.

**“foreign ATM”** means an ATM within Australia that is not a Newcastle Permanent ATM.

**“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 accessed via [newcastlepermanent.com.au](http://newcastlepermanent.com.au) or by an application issued by us, if you have registered for the internet banking service in accordance with the **Account Access Terms and Conditions**.

**“internet banking transfer facility”** has the meaning set out in the **Account Access Terms and Conditions**.

**“internet banking transfer payment”** has the meaning set out in the **Account Access Terms and Conditions**.

**“loan account”** means a loan account provided to you under any loan agreement you have with us.

**“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
- EFTPOS
- automatic transfer

The terms and conditions relating to all payment facilities are contained in the **Account Access Terms and Conditions**.

“**phone banking**” means our phone banking service. New registrations for phone banking are no longer available. References to “**phone banking**” in these terms and conditions only apply if you have previously been granted access to phone banking and your access has not been withdrawn.

“**PIN**” means the personal identification number issued by us or selected by you to use in conjunction with your card.

“**real time gross settlement**” or “**RTGS**” is a method that can be used to transfer funds quickly between financial institutions.

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

“**terminal**” means an electronic device (including an ATM, point of sale terminal such as EFTPOS or a contactless 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 banking and phone banking.

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

“**Visa**” means Visa Worldwide Pte. Ltd.

“**Visa contactless**” (also known as “Visa payWave”) is a payment method provided by Visa through which a customer holding a Visa payWave-enabled card can make a purchase by holding the card in front of a contactless terminal without having to insert or swipe the card or provide a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

“**Visa Debit card**” means a Visa Debit card (including a contactless-enabled card) issued by us linked to your account which can be used to purchase goods or services wherever Visa is accepted.

“**Visa easy payment service**” means the service provided by Visa through which a customer can make a purchase via an EFTPOS terminal at participating merchants by inserting or swiping a Visa card at the terminal alone without providing a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

“**Visa payWave-enabled card**” means a Visa Debit card which displays a distinctive Visa payWave logo.

“**we**”, “**us**”, “**our**” and “**Newcastle Permanent**” means Newcastle Permanent Building Society Limited, ACN 087 651 992, Australian Financial Services Licence/Australian Credit Licence 238273.

“**you**” and “**your**” means the holder of the account subject to any other provisions of this document, 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 the common law of Australia, principles of equity, and laws made by the Parliament of the Commonwealth of Australia and the Parliament of the State of New South Wales (and laws made by those parliaments 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 B: General

### About your account

The accounts governed by these terms and conditions are designed for different purposes, and some accounts have restrictions. Details of our account types may be obtained by contacting us or by visiting our website. Further details of each account are also set out in the applicable **Product Schedule**.

### Terms and conditions

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 This clause is only relevant if you are not already a guarantee member of Newcastle Permanent. To become a depositor guarantee member of us, you are required to tender a minimum of \$1.00 by depositing this amount into your account. While you may be able to open an account without making an initial deposit, you will not become a depositor guarantee member until you make the initial \$1.00 deposit.
- 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.
- 1.3 More information on being a guarantee member is set out in our constitution.

### 2. Opening an account

- 2.1 You may open an account through any method which we allow from time to time. Any restrictions regarding the opening of an account will be set out in the applicable **Product Schedule**.
- 2.2 In order to open an account or use a payment facility you must provide us with any information we reasonably require.
- 2.3 We are required by law to fully identify all signatories to an account. If a signatory is not identified the account may still (at our discretion) 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 may ask you to provide identification documentation.
- 2.5 Some types of accounts have separate eligibility requirements which will be set out in the applicable **Product Schedule** for that account.
- 2.6 If you are under 14 years of age we may require a parent or legal guardian to sign a consent form authorising us to open your account (including a direction from them on how your account may be operated). Minors cannot open accounts online unless permitted by us. If you are under the age of 14, consent from your parent or legal guardian is required if you wish to operate the account yourself without the need for your parent or legal guardian to approve each transaction. Once you reach the age of 14 you can fully operate the account without parental or legal guardian involvement (this means that you will be able to

remove the parent or legal guardian from accessing the account without the parent or legal guardian's consent). Additional restrictions on the availability and use of cards by minors are set out in the **Account Access Terms and Conditions**.

- 2.7 We will comply with all applicable laws in determining whether to open an account or provide a payment facility. However, in accordance with our constitution, we may decline to open an account or provide a payment facility.

### 3. Opening balance

- 3.1 If there is a minimum initial deposit required this information will be specified in the applicable **Product Schedule**.

### 4. Deposits and withdrawals

- 4.1 Subject to any restrictions that may apply to an account as set out in the applicable **Product Schedule**, you may make deposits to your account by any of the following methods:

- a. by arranging a periodic deposit 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 card or passbook along with the deposit to us;
- c. by transferring funds electronically to your account using internet banking or phone banking, if you have access to these payment facilities;
- d. by automatic transfer from another account held with us;
- e. by arranging a deposit from an account held with another financial institution.

We may allow you to make deposits to your account in other ways and may impose additional rules or requirements if we do so.

- 4.2 Subject to any restrictions that may apply to an account as set out in the applicable **Product Schedule**, you may make withdrawals from your account (provided you have available funds in your account) by any of the access methods described below:

- a. in person at any branch, by presenting your card or passbook, together with a correctly executed withdrawal form;
- 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. at a contactless terminal, if you have a contactless-enabled card attached to your account;
- f. by writing a cheque, if you have access to the personal cheque facility;
- g. by arranging an automatic transfer from your account;
- h. by arranging a direct debit with a third party;
- i. through any other access method described in the **Account Access Terms and Conditions** if you have requested access to those methods;
- j. by contacting us.

We may allow you to make withdrawals from your account in other ways and may impose additional rules or requirements if we do so.

- 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 that payment has cleared. For example, you cannot draw against any cheque deposited into your account until it has cleared.

- 4.4 We may decline to accept any cheque for deposit at our discretion (for example if we doubt the cheque's authenticity, or believe that accepting it may cause harm to us or any person).

- 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 if it has been activated).

Our current limits for each type of account are available at [newcastlepermanent.com.au/daily-limits](http://newcastlepermanent.com.au/daily-limits) or by contacting us.

- 4.6 We may not allow you to withdraw funds from your account unless we are satisfied as to your identity.

- 4.7 If you arrange for a third party (for example a merchant) to debit your account and wish to cancel any such authority, you must notify the third party in writing. Until you cancel the authority with the third party, we are required to process transactions from the third party. If the third party does not comply with your request to cancel the authority, you can dispute the transaction as set out in our dispute resolution procedures.

- 4.8 If a direct debit or a personal cheque is dishonoured due to insufficient funds you may incur a Dishonour Fee as set out in the applicable **Product Schedule**.

### 5. Transaction restrictions

- 5.1 The applicable **Product Schedule** may specify any transaction restrictions that apply to the relevant account type. For example, some accounts cannot be accessed using a card.
- 5.2 Any failure by us to enforce a restriction does not prevent us from imposing that restriction in the future.

### 6. Payment facilities

- 6.1 The terms and conditions governing all payment facilities are set out in the **Account Access Terms and Conditions**.
- 6.2 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.
- 6.3 Not all available payment facilities are offered with each account – see the applicable **Product Schedule**.

### 7. Transaction processing

- 7.1 When a transaction is made on your account, we will assign a date to that transaction which we consider appropriate. In doing so:
- a. we will not assign a date to a debit that is earlier than the date of the transaction; and



- b. we will credit payments to your account as soon as practicable after receipt of the payment. This will not necessarily be the same day that you make the payment.

We will give effect to the debit or credit based on the date we assign to the transaction.

- 7.2 After crediting a payment or withdrawal, we may subsequently adjust any transaction in order 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, other changes may need to be made as a result (including changes to interest charges and fees imposed on the account by us).
- 7.3 For contactless transactions, Australian merchants can decide, without having to notify you, whether the transaction will be processed through Visa or through EFTPOS. If processed through EFTPOS, you may incur an EFTPOS Transaction Fee as set out in the applicable **Product Schedule**.

## 8. Interest

- 8.1 We apply interest on the credit balance of your account at the interest rates set by us from time to time. However, certain account types may have additional conditions that must be met before interest will be paid. It is also important to note that some accounts carry a 0% interest rate. You should check the applicable **Product Schedule** carefully as it contains additional interest details applicable to your particular account.
- 8.2 The account type will determine the method of calculating interest on your account and when the interest will be credited to your account – please see the applicable **Product Schedule**.
- 8.3 The various methods of calculating interest are described below:
- Strata Interest – means different interest rates apply to different portions of your account balance. For some account types, the same interest rate can apply to different portions of the account balance.
  - Tiered Interest – means a single interest rate applies to the entire account balance. When your balance reaches a higher tier (if applicable – some account types have a single interest tier) you will receive the interest rate for that tier on the entire balance of your account.
- 8.4 Our current interest rates are available by contacting us or at [newcastlepermanent.com.au/rates](http://newcastlepermanent.com.au/rates).

## 9. Fees and charges

- 9.1 The fees and charges applicable to your account and the associated payment facilities are set out in the applicable **Product Schedule**. The descriptions of these fees are set out below. You can find out the current fees and charges at any time by contacting us. For some account types the fees may be bundled up into the one category without being separately identified on your statement. Please contact us if you require further information.
- 9.2 You authorise us to debit fees and charges to your account as set out in the applicable **Product Schedule**. We may change our fees and charges from time to time (including introducing new fees and charges).
- 9.3 If we fail to charge a fee, we do not waive our right to charge that fee in the future.

- 9.4 If using your Visa Debit card overseas or in Australia at other financial institutions (for both over the counter transactions and at ATMs), the relevant financial institution may levy an additional charge, the amount of which may vary from institution to institution. The charge will be payable in addition to any charge by the terminal owner, the Visa Cash Advance Fee or any other fee imposed by us or a third party and will be included in the total cash advance amount printed on your statement.
- 9.5 Transaction fees will accrue during a calendar month in the order in which the transactions are made. Transaction fees payable at the end of the calendar month will be charged to your account after close of business on the last day of each month unless otherwise specified.
- 9.6 You must ensure you have sufficient funds available in your account to cover the cost of any fees payable. If there are insufficient funds available in your account, your account may become overdrawn and fees may apply.
- 9.7 The list below sets out a description of the fees that may be incurred on your account and when they will be charged – see the applicable **Product Schedule** for information on which fees apply to your account and the amount charged for each fee:

Transaction fees	
ATM Enquiry (NPBS)	Fee applies when you perform an account enquiry or request a mini statement at a Newcastle Permanent ATM and you exceed any free transactions applying to your account. It is incurred at the time of the transaction, accrues during the month and is charged to your account after close of business on the last day of the month.
ATM Withdrawal (NPBS)	Fee applies when you withdraw funds from, or perform a funds transfer at a Newcastle Permanent ATM and you exceed any free transactions applying to your account. It is incurred at the time of the transaction, accrues during the month and is charged to your account after close of business on the last day of the month.
Branch Withdrawal	Fee applies when you make a cash withdrawal over the counter at a Newcastle Permanent branch and you exceed any free transactions applying to your account. It is incurred at the time of the transaction, accrues during the month and is charged to your account after close of business on the last day of the month.
EFTPOS Transaction	Fee applies when you make a purchase and/or cash withdrawal through EFTPOS (including a contactless transaction*) and you exceed any free transactions applying to your account. It is incurred at the time of the transaction, accrues during the month and is charged to your account after close of business on the last day of the month.  *When any contactless transaction is made on your account, if processed by the merchant through EFTPOS, you may incur an EFTPOS Transaction Fee as set out above.

General fees and charges	
Account Overdrawn	Fee applies each time your account becomes overdrawn or further overdrawn (charged at a maximum of one fee per day). The fee will not apply where a temporary overdraft has been agreed or where your account is overdrawn due to debit interest or bank or government charges.
Card Replacement (Australia)	Fee applies for each replacement Visa Debit card or cashcard you request whilst within Australia and is payable on request. You must have sufficient cleared funds available in your account to cover the cost of the card otherwise it will not be issued.
Card Replacement (Overseas)	Fee applies for each replacement Visa Debit card you request whilst overseas and is payable on request. You must have sufficient cleared funds available in your account to cover the cost of the card otherwise it will not be issued.
Cheque Clearance	This fee applies when your cheque is cleared by us for payment. The fee accrues during the month and is charged to your account after close of business on the last day of the month. This fee does not apply to Financial Institution Cheques.
Dishonour (direct debit and cheque)	<p>Fee applies to direct debits where the financial institution (on whom the direct debit request payment is drawn) will not pay (this may be us or another financial institution) and to outbound cheques which are drawn by you (if applicable) and dishonoured by us. It is debited to your account at the time we become aware of each dishonour.</p> <p>A direct debit may be dishonoured for various reasons, including insufficient funds being in the account at the agreed time the debit is to occur, the request being incorrectly completed or because the relevant account has been closed. A cheque may be dishonoured for various reasons including incorrect execution, if the written words do not correspond with written figures, there being insufficient funds available in the account or if the relevant account has been closed.</p>
Document and Miscellaneous Service	Fee applies if you request copies of documents such as withdrawal slips or statements, you ask us to verify a transaction on your account or you request any other information. It is calculated on an hourly basis, and charged to your account on a pro-rata basis (subject to minimum charges applying) after the search is undertaken.
Financial Institution Cheque	Fee applies at the time you draw a financial institution cheque. It accrues during the month, is debited to your account on the last day of the month and is charged to your account after close of business on the last day of the month.
Financial Institution Cheque Replacement	Fee applies if you request us to replace a lost/stolen/destroyed financial institution cheque we have drawn on your behalf. It applies for each replacement cheque and is payable on request.

Foreign ATM Charge	<p>Except in circumstances where a Visa Cash Advance Fee applies, we do not charge you when you perform an ATM withdrawal or account enquiry at a foreign ATM.</p> <p>However a direct charge may be advised by the terminal owner at the time of the withdrawal or enquiry. It is paid from your account at the time of the transaction if you choose to proceed and will be included in the total transaction amount.</p>
Foreign Currency Conversion	<p>Fee applies when you use your Visa Debit card to perform a transaction overseas or where a merchant processes the payment overseas (whether or not the payment is in Australian dollars).</p> <p>It is calculated as a percentage of the total transaction amount and is included in the total amount debited to your account.</p>
Real Time Gross Settlements (RTGS) – Inward	<p>Fee applies when funds are credited to your account which have been received by us through RTGS from a third party financial institution.</p> <p>There may also be fees charged by the third party financial institution which will be passed on to you. The amount of the third party fees may vary and are unascertainable as at the date of these terms and conditions.</p>
Real Time Gross Settlements (RTGS) – Outward	<p>Fee applies when you request us to transfer funds from your account through RTGS to a third party financial institution. We only allow for an outward RTGS to a third party financial institution located in Australia.</p> <p>There may also be fees charged by the third party financial institution. The amount of the third party fees may vary and are unascertainable as at the date of these terms and conditions.</p>
Visa Cash Advance	<p>Fee applies for cash withdrawals performed by using a Visa Debit card at some foreign ATMs (when pressing the credit button) or for cash withdrawals at overseas ATMs. It also applies for cash advances made over the counter at other financial institutions. It is debited to your account at the time of each transaction.</p> <p>In addition, you may be charged a fee by the other financial institution at the time of the cash withdrawal. Any fee charged should be advised by the other financial institution at the time of the cash withdrawal. It will be charged to your account at the time of the transaction and be included in the total cash advance amount printed on your statement.</p>

For foreign currency and international services, please ask us for a copy or see our [Foreign Currency and International Services Schedule](#) which sets out a description of further fees that may be incurred on your account.

## 10. Limits applying to your accounts

10.1 Daily limits apply to the transactions you make on your account (both on over the counter transactions or by using the various access methods). Our current default limits are available at [newcastlepermanent.com.au/daily-limits](http://newcastlepermanent.com.au/daily-limits) or by contacting

us. Those limits may be reduced or increased on request by you (subject to any maximum limits or restrictions noted on the Payment Limits webpage). If you reset your daily limit above our default limits, this may increase any potential liability with any unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.

10.2 We may vary the limits applying to your account at any time. For further details please see the 'Changes' clause below.

10.3 For the purpose of daily limits, each day ends at 12 midnight Australian Eastern Standard Time or 12 midnight Eastern Standard Summer Time in New South Wales (whichever is applicable).

## 11. Overdrawn accounts

11.1 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 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 may incur an Account Overdrawn Fee – see the applicable **Product Schedule**;
- 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.

11.2 We may change the interest rates for overdrawn accounts from time to time. Our current interest rates for overdrawn accounts are available by contacting us or at [newcastlepermanent.com.au/rates](http://newcastlepermanent.com.au/rates).

11.3 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.

## 12. Record of account and confirmation of transactions

12.1 Unless you have a passbook account, we will issue you with regular statements at the times specified in the applicable **Product Schedule**. If you would like to receive a statement of account more frequently than specified in the applicable **Product Schedule**, please contact us.

12.2 You must check your statement of account and immediately notify us if you suspect there are errors or unauthorised transactions shown on your statement. If you have any queries on any entries or transactions on your statement, you can contact us on 13 19 87.

12.3 If you have an account with a passbook, you will not be issued with a statement and that passbook will be the record of transactions (in place of a statement) for that account. The terms and conditions relating to your passbook are set out in the applicable **Product Schedule** for which a passbook is issued.

12.4 You agree that confirmation of the transactions involving your account may be provided by the following means:

- a. your passbook, if you have a passbook account;
- b. you requesting confirmation over the counter at any of our branches;

- c. an enquiry through an ATM;
- d. via internet banking or phone banking, at the time of the transaction if you have access to those payment facilities;
- e. an SMS account transaction enquiry, if you have access to and have activated that service;
- f. by any other method we allow from time to time;
- g. by contacting us.

## 13. Joint accounts

This clause applies if an account is in 2 or more names.

13.1 The terms and conditions bind each account holder separately as well as jointly. For example, without limitation, if an account is overdrawn, each person who is a joint holder of the account is liable both individually and together with the other account holders for payment of all or any of the amount overdrawn. You should carefully consider any arrangement which involves you becoming a joint account holder.

13.2 Unless 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 do not require the authority of all joint account holders to operate the account. If a joint holder of an account instructs us to carry out an action, or to carry out a transaction, we will act on the instructions of that account holder only.

13.3 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 those instructions. If we do this, a card will not be issued for that account.

13.4 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.

13.5 Despite any instructions you may give us to the contrary and despite any term of these terms and conditions, we may insist at our discretion that the joint account only be operated on the signatures of all joint account holders.

13.6 If the account is opened in the name of an unincorporated association (or body), all signatories to that account will be deemed to be the joint holders of the account.

13.7 If any of the account holders die, the account may be treated by us as the account of the surviving account holder(s) only.

13.8 We will provide access to information about the account to all joint account holder(s).

13.9 If you hold an account jointly, you agree that if the applicable laws permit, we may provide information or correspondence regarding the account (including but not limited to statements, notices, transaction confirmations or receipts) to all of the account holders, or only some (or one) of the account holders as agent for all other joint account holders, at the address recorded on file. If we provide information or correspondence to some (but not all) of the account holders, all account holders will be deemed to have received the information or correspondence provided by us.



## 14. Authorised users

- 14.1 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.
- 14.2 The terms and conditions apply to an authorised user in the same way that they apply to you. However, you will be liable for all actions of an authorised user as if the authorised user was 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.
- 14.3 When an authorised user instructs us to carry out an action, or makes a transaction, we will act on the instructions of that authorised user. We are not required to make any inquiries in relation to any instructions received from an authorised user regarding 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 the instructions of an authorised user. Some limitations may apply to the actions that can be carried out by an authorised user – contact us for further information.
- 14.4 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 and make reasonable efforts to destroy any card or chequebook that we have issued to that person. If the card or chequebook cannot be destroyed you must notify us immediately. You remain responsible for all transactions made using an additional card or chequebook until they are destroyed. An authorised user can also make a request directly to us requesting that their authority is revoked.
- 14.5 You consent to us giving an authorised user information about your account.

## 15. Account combination

- 15.1 We reserve the right to transfer funds from your account to any other account you hold with us (including a loan account, credit card account or credit facility) 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.
- 15.2 Despite anything stated in this document, 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 with a credit balance. 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 applicable **Product Schedules**.
- 15.3 If we choose to transfer funds between your accounts or combine 2 or more of your accounts we will promptly inform you.

## 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 contacting us.
- 16.3 There may be additional restrictions or consequences regarding the closure of a particular type of account – please see the applicable **Product Schedule**.
- 16.4 We may close your account at any time by giving you reasonable notice. If we do this, we will reimburse you for any credit amount in your account. If you or an authorised user materially breach 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 cancel your access to payment facilities;
  - b. you must securely destroy all cards and all unused cheques linked to that account;
  - c. you may be liable for any transactions that were not processed at the time the account was closed and all linked cards were destroyed, or for transactions that occur on the account (including but not limited to outstanding merchant purchases, cash advances and cheques presented) after the account was closed and all linked cards were destroyed; and
  - d. we will deduct any unpaid fees and charges from your account balance before repaying to you any credit amount showing in the account.

If any card or unused cheque is not destroyed, it is possible for the card or cheque to be used to initiate a transaction. We will not always be able to prevent the transaction proceeding, although we use reasonable endeavours to do so when this is within our power. If a transaction does proceed, we may re-open your closed account and debit the amount of the transaction, and you must pay us the amount of the transaction (together with any applicable fees if the account becomes overdrawn as a result of the transaction) when we ask.

- 16.6 We may close your account at any time, acting reasonably. For example, we may close your account if you have not used the account for a significant length of time. If we close your account, we will notify you prior to doing so.
- 16.7 We may convert your account type to a different account type at any time acting reasonably. If we do so, we will notify you prior to any change taking place. You may also request that your account is converted to a different account type. We may place restrictions on the accounts that can be converted. You can contact us to find out more information.
- 16.8 We may cease to offer particular account types from time to time. If we do so, and you have already acquired that type of account, we may allow you to continue to hold the product, or may give you reasonable notice that the account may be converted to another similar account type that we specify, or that it will be closed by a specified date.

## 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. You must do so on your own behalf and you cannot change the mailing address of another account holder or member.
- 17.2 For a change of name we will require notification in writing and supporting evidence.

## 18. Changes

- 18.1 Acting reasonably, we can change these terms and conditions at any time. We can introduce new fees or charges, except if we have expressly said that we will not. You will be notified in accordance with applicable laws on or before the day the change takes effect either in writing or by advertisement in a major newspaper, by electronic communication (if you have consented and consent is required by law) or in any other way permitted by law. Usually we will give you at least 20 days notice of a change, but we may not do so if such notice is not required. You may not be notified of changes which reduce your obligations or which are not reasonably considered by us to be materially adverse to you. It is your responsibility to notify all authorised users of all changes.
- 18.2 The most recent version of these terms and conditions can always be found on our website.

## 19. Electronic communication

19.1 Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking, or other similar methods. If you have any concerns about what this may mean for you, please contact us.

19.2 Where we communicate with you electronically:

- you will not receive a paper record of the communication; and
- 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, printing or listening.

You may at any time vary any address or number through which you receive electronic communication. You may also terminate an agreement to receive communications from us electronically any time by notifying us. In the event that such an agreement is terminated, we will only communicate with you by mail or by other non-electronic means.

Subject to the requirements of any applicable law, such as the Corporations Act 2001 or the National Credit Code, if you carry out a transaction through our internet banking service and you are able to view a transaction record or receipt on completion of the transaction (which you can save or print), we may not provide you with a paper transaction record or receipt of that transaction.

## 20. Making a complaint

20.1 If you wish to raise a complaint or discuss a query, you can contact us using any of the contact methods listed on page 2.

- 20.2 To help us assist you with your complaint you will need to provide us with the following:
- your address, phone number and email address so we can easily contact you;
  - any relevant documents and other supporting information;
  - let us know how you would like your complaint resolved.

20.3 We endeavour to resolve complaints in a way that is suitable to both you and us. Where possible, we will address your concern as quickly as possible. In most cases, you can expect your concern to be resolved within 7 days. However, depending on

the nature of the issue, in the event that it takes us longer than 7 days to resolve or investigate your complaint, we'll ensure you're regularly updated.

- 20.4 If we cannot resolve the matter immediately we will:
- acknowledge your complaint promptly and if the dispute is in relation to an ePayment transaction, inform you in writing of the procedures we will follow to investigate and resolve the matter;
  - investigate, considering all information;
  - aim to find a fair resolution;
  - keep you informed of our progress, and advise you if there will be a delay;
  - respond to your complaint within 21 days of receiving your formal complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation;
  - detail the reasons for the outcome of the complaint, including references to the relevant clauses of the ePayments Code if the dispute was in relation to an ePayment transaction;

However we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days, unless you request a written response.

- 20.5 If you are unhappy with our response, you have two options:
1. You can ask for your complaint to be reviewed by Newcastle Permanent's Dispute Review Committee ('the Committee'). The Committee is represented by senior members of staff other than the person providing the original response. To have your complaint reviewed by the Committee, please let us know.

**Post:** Dispute Review Committee,  
Newcastle Permanent Building Society Limited  
PO Box 5001, HRMC NSW 2310

**Email:** [feedback@newcastlepermanent.com.au](mailto:feedback@newcastlepermanent.com.au)  
Subject: Dispute Review Committee

Once all relevant information has been received the Committee will generally consider the complaint within 21 days. If we are unable to provide a final response within 30 days (including the time we spent considering your original complaint), we will advise you of the reasons for the delay and potential next steps.

2. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Writing:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

- 20.6 If we seek to resolve your dispute about unauthorised transactions covered by card scheme rules, the timeframes for providing a response set out in the scheme rules will apply. If we have been unable to resolve the complaint within 60 days we will provide you with:

- a. the reason for the delay in writing;
- b. updates on the progress of our investigation every 2 months; and
- c. a date when you can expect a decision unless we are waiting for a response from you.

Your obligation to pay any amount which is the subject of the dispute which is dealt with under this clause, and any credit or other charges related to that amount will be suspended until the dispute is resolved.

- 20.7 If we decide that your account has been incorrectly credited or debited as a result of our investigation, we will immediately make adjustments to your account and notify you in writing.
- 20.8 If your dispute is in relation to an ePayments transaction and on completion of our investigation we decide that you are liable for at least part of the transaction amount, 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. Alternatively, if an ePayments transaction dispute is resolved in your favour, we will adjust your account accordingly within 7 business days of receipt of your dispute, and inform you of any other action you can take in respect of the ePayments Code, including contact details of an external dispute resolution service.

## 21. Taxation

- 21.1 You may need to pay tax on interest earned on your account.
- 21.2 The personal circumstances of each member are different and we encourage you to seek independent taxation advice.
- 21.3 If your account is an offset account, interest which would otherwise be payable on your 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. The applicable **Product Schedule** will state whether the account offers an "interest offset".
- 21.4 We are authorised by the Income Tax Assessment Act 1936 to collect your Tax File Number (TFN) for lawful purposes, including disclosure to the ATO. It is not compulsory to provide your TFN and it is not an offence if you decline to do so. If you choose not to provide us with your TFN or a TFN exemption we may be required by law to deduct Pay as You Go (PAYG) withholding tax from interest earned on your account. The deduction is 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. If you are a non-resident, we are required by law to deduct withholding tax from interest earned at the non-resident prescribed rate.
- 21.5 Similar requirements also apply to a joint account where one or more of the account holders have not supplied their TFN or TFN exemption.

## 22. Confidentiality

- 22.1 We will take reasonable steps to maintain the confidentiality of your account and personal details. However, there may be circumstances when we are obliged to disclose your account details or other personal information, for example 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.

## 23. Financial claims scheme

- 23.1 You may be aware that the Australian Government has set up the Financial Claims Scheme. The Financial Claims Scheme (commonly referred to as the Australian Government deposit guarantee) was established in October 2008. Its purpose is to protect depositors of authorised deposit-taking institutions and policy holders of general insurers from potential loss due to the failure of these institutions. The Australian Prudential Regulation Authority (APRA) is responsible for the administration of the Financial Claims Scheme. For authorised deposit-taking institutions the scheme provides protection to depositors up to the limit of the scheme and seeks to provide depositors with timely access to their deposits in the unlikely event of the failure of their authorised deposit-taking institution.
- 23.2 Accessibility to the Financial Claims Scheme is subject to eligibility requirements.
- 23.3 Further information can be found from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au).

## 24. Inconsistency

- 24.1 If there is any inconsistency between this document and any other terms and conditions governing your account, any terms and conditions specifically drafted with respect to the specific product prevail. As such, to the extent of any inconsistency between these terms and conditions and your **Product Schedule** the terms of your **Product Schedule** will prevail. If there is any inconsistency between these terms and conditions and the **Account Access Terms and Conditions**, if the inconsistency relates to an access method or payment facility the **Account Access Terms and Conditions** will apply to the extent of the inconsistency, otherwise the terms of this document will prevail with respect to any inconsistency not relating to an access method or payment facility.

## 25. Miscellaneous

- 25.1 These terms and conditions are governed by the laws of Australia. We will comply with all applicable laws.
- 25.2 If we do not exercise a right or remedy fully or at any given time, we can still exercise it later.
- 25.3 We can decide, at our discretion acting reasonably and in accordance with any laws, the order in which payments will be processed.
- 25.4 Any certificate we give you about your account is sufficient evidence of the matter, unless you or an interested party show the certificate is incorrect.
- 25.5 Subject to the requirements of any law, notices and communications by us 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 post to any of the places specified in a. above; or
- c. given by any other means permitted by law.

Where the law allows it and you have provided us with consent, we may communicate with you electronically. Examples of electronic communication include us sending you emails at an email address you have supplied or a SMS to a mobile number you have provided, displaying information on the screen when you log into internet banking or other similar methods. If you have any concerns about what this may mean for you, please contact us.

- 25.6 You must give us any information or documents we reasonably request at any time to identify you or any person authorised to operate your account. You authorise us to take reasonable steps to check the authenticity of any such information or documents that you give to us.
- 25.7 Reasonable 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.
- 25.8 Accounts which have not had a member generated transaction over a certain period prescribed by legislation from time to time are deemed to be 'unclaimed money' under the Banking Act 1959. We are required to identify all unclaimed money in accordance with the unclaimed money provisions of the Banking Act 1959 (as amended from time to time). We may be required under that Act to forward monies held in these accounts to the Australian Securities and Investments Commission. An administration fee will apply in relation to accounts which are deemed to be 'unclaimed money' – see the applicable **Product Schedule**.
- 25.9 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investment Commission Act 2001 or Competition and Consumer Act 2010, 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.
- 25.10 Part or all of any provisions of the terms and conditions that are illegal or unenforceable may be severed from the terms and conditions. If this occurs, the remaining provisions of the terms and conditions will remain enforceable.
- 25.11 We may assign or otherwise deal with our rights under the terms and conditions in any way we consider appropriate. We may disclose any information or documents we consider desirable to help us exercise this right. We may disclose information or documents at any time to a person to whom we assign (or propose to assign) our rights under the terms and conditions.
- 25.12 To the extent that the National 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.

- 25.13 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; and
  - c. you have to pay us.
- 25.14 If a dispute is raised in accordance with our dispute resolution procedures, we may reverse any disputed charge as though the charge never applied to the account. This section relates only to accounts which are term deposit accounts.

## Section C: Term deposits

This section relates only to accounts which are term deposit accounts.

### 26. Definitions

These definitions relate only to term deposits:

“**investment term**” means any period for which the interest rate that applies to your investment is fixed, assuming that you do not withdraw or deposit funds during that period.

“**maturity date**” means the day on which your investment term expires.

“**renewal period**” means the 7 days immediately before and the 7 days immediately after the maturity date.

“**withdrawal period**” means the 7 days immediately after the maturity date.

### 27. Deposits

- 27.1 Deposits can be made by contacting us or by any method we allow from time to time.
- 27.2 After your initial deposit, you can only make additional deposits during the renewal period. Simply present your deposit in person, at a branch, together with either your certificate or letter (depending on what type of term deposit you have) or make the deposit via any other method allowed by us from time to time. We may refuse to accept any cheque for deposit in our absolute discretion.

### 28. Withdrawals on the maturity date or during the withdrawal period

- 28.1 On the maturity date and during the withdrawal period you may withdraw all or some of your funds from your account by completing a withdrawal form and presenting it in person, at a branch, together with either your certificate or letter advising you of your investment details, or through any other method we permit from time to time.
- 28.2 If a withdrawal causes the balance of your account to fall below the minimum balance requirements (see your **Product Schedule**), we may require that the account be closed.
- 28.3 If you make a withdrawal for some or all of your funds from your account during the withdrawal period, we may, depending on the amount withdrawn, reduce the interest rate payable on your remaining investment (see below under 'Interest rates' and the applicable **Product Schedule** for details).

### 29. Withdrawals before the maturity date

- 29.1 If you wish to withdraw funds from your account before the maturity date (other than during a withdrawal period), the whole balance of your account must be withdrawn and the account closed. We will be entitled to reduce the interest rate payable on your investment (see below under 'Interest rates' and the applicable **Product Schedule**). Your request to withdraw your funds early can be made by contacting us.

### 30. On the maturity date of your investment

- 30.1 Before the maturity date you may contact us to provide instructions regarding your investment. At this time you may instruct us to reinvest your funds for a further term, or you may advise us that you wish to close your account, withdraw some or all of your funds on the maturity date or during the withdrawal period, or deposit additional funds during the renewal period.

- 30.2 If, before the maturity date, you instruct us to reinvest your funds for a further term, your interest rate will then be fixed for that term (subject to our rights to vary the rate in certain circumstances). See below under 'Interest rates' for how we determine the new interest rate that will apply from the maturity date.
- 30.3 On the maturity date, if you have not provided us with any prior instructions to the contrary, we will reinvest your money and set a new interest rate to apply to your account. Your interest rate will then be fixed for a specified term (subject to our rights to vary the rate in certain circumstances). See below under 'Interest rates' for how we determine the new interest rate that will apply from the maturity date.

### 31. Interest rates

- 31.1 We pay you a fixed rate of interest on the entire balance of your account for the term of your investment (subject to our rights to vary the rate in certain circumstances).
- 31.2 The interest rate that applies to your investment is determined by the amount you invest, the investment term you choose and the frequency of your interest payment(s).
- 31.3 Your interest rate will be fixed for the period you select (subject to our rights to vary the rate in certain circumstances) at the time you make your initial deposit. It will be based on the prevailing interest rates of the day. You will be advised of your rate either on the passbook we issue to you or in the letter we send you advising the details of your investment (depending on what type of term deposit you have).
- 31.4 If, before the maturity date, you instruct us to reinvest your funds for a further term, the interest rate that will apply to your account from that maturity date will be the prevailing interest rate as at that maturity date applying to that amount for the term you have chosen. Your interest rate will then be fixed for that term (subject to our rights to vary the rate in certain circumstances).
- 31.5 On the maturity date, if you have not provided us with any prior instructions to the contrary, we will set a new interest rate to apply to your account for the same or, if not available, a similar term (as determined by us) as the term for which the interest rate which applied prior to the maturity date was fixed. Your interest rate will then be fixed for that term (subject to our rights to vary the rate in certain circumstances).
- 31.6 If your funds are reinvested for a further term as set out above we will advise you of your new interest rate by letter shortly after your funds have been reinvested.
- 31.7 If you withdraw your funds prior to the maturity date or during the withdrawal period, or you make an additional deposit to your account during the withdrawal period, your interest rate may change. In addition, if you withdraw funds from your account prior to the maturity date (other than during a withdrawal period), the whole balance of your account must be withdrawn and the account closed. We will be entitled to reduce the interest rate payable on your investment. You can find out the current interest rate that will apply if there is an early withdrawal of your funds by contacting us.

### 32. Payment of interest

- 32.1 If interest is paid more frequently than on the maturity date, the interest must be paid into another eligible account. See below under 'Interest Payment to Another Account' for the conditions under which we will credit interest to another account.



- 32.2 Although we may apply interest before the maturity date, you will not be entitled to interest until the maturity date, or if you withdraw all of your funds prior to the maturity date, the date of that withdrawal.
- 32.3 If you have elected to have interest paid monthly, quarterly, half yearly or annually and you withdraw your funds prior to the maturity date, we will be entitled to deduct from the balance of your account an amount equal to the amount of any excess interest payments we have made to you during the investment term, on account of you withdrawing your funds early. When you withdraw early we will deduct this amount from your account and repay to you the remaining balance of your account.

### **33. Interest payment to another account**

- 33.1 If you decide to have interest paid into an account held with another financial institution, you should first check with that financial institution that this is possible.
- 33.2 You must provide us with information we require to make the interest payment including the account number, account name and the BSB number of the financial institution where the nominated account is held.
- 33.3 You must check that all information you give us is correct. We do not check and are not responsible for checking that any information you give us is correct. You are liable for any payment we carry out in accordance with your instructions.
- 33.4 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 arranging for interest to be paid to another account 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.
- 33.5 If you wish to change the account to which your interest payment is being made, you may do so by contacting us. You must notify us at least 5 business days before the next interest payment.

**Drop into your local branch,  
visit the website or call 13 19 87**

[newcastlepermanent.com.au](http://newcastlepermanent.com.au)