



# Account Access Terms and Conditions

Dated: 27 August 2017

# About this document

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This document governs your use of payment facilities to access your account.

This document must be read in conjunction with any other terms and conditions (including any **schedules**) relating to your account (the **terms and conditions**).

You should read all parts of the terms and conditions governing your account carefully before acquiring any of the accounts or using any of the payment facilities.

This document is correct as at the date stated on the cover. We may change any of the information contained in this document 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 at any of our branches or by calling 13 19 87. You can also find out general information about our services by visiting our website at [newcastlepermanent.com.au](http://newcastlepermanent.com.au)

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# Section A: Meaning of words

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In this document some words have special meanings as set out in this section:

**“access code”** means a passcode (also referred to as ‘Password’ on internet banking):

- (a) used in conjunction with your member number to access internet banking or phone banking;
- (b) used with a mobile device to access our internet banking service; or
- (c) sent to your mobile telephone number to authenticate an internet banking service.

**“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 account/s we establish in your name or in your name jointly with another person or persons (including deposit accounts, credit facilities, loan accounts or credit card accounts) which reference this booklet in the applicable schedule.

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

**“alert service”** means an alerts service providing you with information about your registered accounts and payment facilities by SMS to your nominated mobile telephone number or via email to your nominated email address.

**“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 and which can be paid at your option through BPAY®.

**“BPAY®”** 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. (®Registered to BPAY Pty Ltd ABN 69 079 137 518.)

**“BPAY® conditions”** means the terms and conditions applying to BPAY® as set out in this document.

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

**“BPAY View®”** means the electronic bill payment service operated by BPAY® Pty Ltd that enables you to view and pay your bills online when you use our internet banking service. (®Registered to BPAY Pty Ltd ABN 69 079 137 518.)

**“business account”** means an account which is offered on the basis that it will primarily be used by a business and is established for business purposes.

**“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 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.

**“code”** means your access code and PIN.

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

**“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 or a device 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 which references this booklet in the applicable schedule.

**“credit facility”** means the overdraft facility provided to you under any credit facility agreement you have with us which references this booklet in the applicable schedule.

**“credit limit”** means the credit limit applicable to any credit facility or credit card account you have with us.

**“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 Investment 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 or a Westpac Group ATM.

**“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 these terms and conditions.

**“internet banking transfer facility”** means a facility available through internet banking that facilitates internet banking transfer payments.

**“internet banking transfer payment”** (referred to as ‘Pay Anyone’ on internet banking) 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 internet banking transfer 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.

**“loan account”** means a loan account provided to you under any loan agreement you have with us which references this booklet in the applicable schedule.

**“member number”** (referred to as ‘Customer ID’ on internet banking) means a number we issue to you when you apply for access to internet banking and includes any changes to or replacement of that number.

**“mistaken internet payment”** means an internet banking transfer payment where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- the user’s error; or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY®.

**“payment cut-off time”** means the times specified in this document as being the “Cut-off times”.

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

- personal cheque facility
- cards – cashcard and Visa card
- passbook
- internet banking
- phone banking
- BPAY®
- EFTPOS
- automatic transfer

**“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.

**“receiving bank”** means an authorised deposit-taking institution which has subscribed to the ePayments Code whose customer has received an internet payment.

**“reference number”** means any number we issue to you in respect of transactions such as a transaction reference number issued via internet banking or a BPAY® payment reference number.

**“registered account”** means any account held with us which we notify you is registered for internet banking or phone banking.

**“schedule”** means a schedule which forms part of the terms and conditions of your account.

**“SMS”** means a digital telephone short message service.

**“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 you authorise to be an additional cardholder or authorised user.

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

**“Visa account updater service”** means the service provided by Visa, that enables the secure electronic exchange of updated account information among participating Visa card issuers, merchants and acquirers and also supports the issuer’s use of other Visa services.

**“Visa card”** includes a Visa debit card and a Visa credit card.

**“Visa card scheme”** means the card scheme operating by or through facilities or services provided or facilitated by Visa.

**“Visa cash back”** means a service provided by Visa through which a customer holding a chip enabled Visa debit card can receive cash out with or without making a purchase, by inserting the card, pressing ‘credit’, and providing a PIN as verification in an EFTPOS terminal available at participating merchants.

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

**“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 card which displays a distinctive Visa payWave logo.

**“Westpac Group ATM”** means the network of ATMs operated by the Westpac Group details of which can be obtained by visiting [newcastlepermanent.com.au/locateus](http://newcastlepermanent.com.au/locateus), or by contacting us.

“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 terms and conditions

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### 1. Application of the ePayments Code

- 1.1 We warrant that we will comply with the requirements of the ePayments Code if those requirements apply to your dealings with us. This clause does not apply to a business account.

### 2. Availability

- 2.1 Your schedule will state which payment facilities are available with your account.
- 2.2 We will make reasonable efforts to ensure the availability of the payment facilities (including any electronic equipment within our control). If you discover any payment facility is unavailable, please contact us. You should have contingency plans in place in case of malfunction. However, subject to any warranties implied by law that cannot be excluded, we are not liable to you for any loss or damage (including without limitation losses or damages for loss of profits, business interruption, negligence or wilful conduct, loss of information, indirect, special, punitive or consequential losses or damages) arising out of or in connection with:
- (a) the inability to use the payment facilities where you were aware, or should have been aware, that the payment facilities or any system or equipment necessary to operate the payment facilities were unavailable for use;
  - (b) any electronic equipment does not accept your instructions for a transaction or if your card does not activate electronic equipment, regardless of whether the electronic equipment is owned by us or not;
  - (c) the failure of any payment facility (or more than one payment facility) to perform in whole or in part, any function which we have specified it will perform;
  - (d) the unavailability of any or all payment facilities to you in whole or in part because of the failure of the communication network or any circumstance beyond our reasonable control;
  - (e) delays or errors in the execution of any transaction or instruction because of the communication network or any circumstance beyond our reasonable control; or
  - (f) any other matter relating to the payment facilities.
- 2.3 Where our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:
- (a) the resupply of the information or services to you (including the correction of any errors in your account); or
  - (b) the payment of the cost of having the information or services resupplied to you.
- 2.4 We will endeavour (without any legal obligation to do so) to provide the payment facilities on a 24 hour continuous basis (when applicable). However this may not always be possible due to circumstances beyond our control.



- 2.5 If electronic equipment accepts your instructions on a transaction, we will be liable for any losses incurred if that transaction is not completed in accordance with those instructions due to a malfunction of the electronic equipment, provided the instructions were not otherwise in breach of your account's terms and conditions. However, if you are aware or had reason to suspect (immediately prior to using the electronic equipment) that the electronic equipment may not be functioning at all or correctly, then our liability to you is limited to correcting any incorrect entry in your account and the refund of any fees and charges debited to your account as a result of the incorrect entry.

### 3. Security of information

- 3.1 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.
- 3.2 User security and privacy
- (a) Users of payment facilities should take all reasonable steps to protect the security of their computer hardware and software and any device used to access the payment facilities.
  - (b) These steps will not determine your liability for unauthorised transactions. Liability for unauthorised transactions will be determined as set out in the section 'Liability for unauthorised transactions' below.

### 4. Fees and charges

- 4.1 Fees and charges may apply to your use of the payment facilities. See your account's terms and conditions for details.

### 5. Limits applying to your accounts

- 5.1 Daily limits apply to the transactions you can make on your account (both on over the counter transactions or by using the various access methods). Our current default limits are set out in the applicable schedule. Those limits may be reduced or increased on request by you (subject to the applicable schedule). 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.
- 5.2 We may vary the limits applying to your account at any time. For further details please see the clause entitled Changes below.
- 5.3 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).

### 6. Authorised users

- 6.1 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. If signatures of all joint account holders are required to operate your account, some restrictions to payment facilities may apply.

- 6.2 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.
- 6.3 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.
- 6.4 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 cheque book that we have issued to that person. If the card or cheque book cannot be destroyed you must notify us immediately. You remain responsible for all transactions made using an additional card or cheque book until they are destroyed. An authorised user can also make a request directly to us requesting that their authority is revoked.
- 6.5 You consent to us giving an authorised user information about your account.

### 7. Cancelling a payment facility

- 7.1 We may in our absolute discretion cancel, suspend or limit access to a payment facility at any time without notice to you.
- 7.2 Without limiting the circumstances in which we may cancel or suspend a payment facility, we may cancel or suspend:
- (a) a payment facility if we believe your member number or codes are being used, or will be used, in a way that will cause loss to you or us;
  - (b) a payment facility if you or any authorised user breach any of the terms and conditions;
  - (c) a payment facility if its use may cause loss to you or us;
  - (d) a payment facility if we reasonably believe you induced us to issue the payment facility by fraud;
  - (e) a payment facility if your account is closed;
  - (f) a payment facility if we are required to do so by law or court order;
  - (g) a payment facility if any user is suspected of being involved in fraudulent activity in dealing with us;
  - (h) a payment facility if we deem your use is inappropriate;
  - (i) your access to internet banking if no user has successfully logged into internet banking for a period of 90 days and there are no future scheduled payments awaiting payment;
  - (j) your access to phone banking if no user has successfully logged into phone banking for a period of 90 days; or

(k) your access to internet banking and/or phone banking if you have closed all your registered accounts.

- 7.3 If we cancel or suspend a payment facility in accordance with this clause we will notify you as soon as practicable afterwards. If following cancellation or suspension you want to continue to use a payment facility you may request to have that service reinstated (if the service is still available) by contacting us.
- 7.4 You may cancel a payment facility at any time by contacting us.
- 7.5 If we cancel or suspend your access to a payment facility, we may refuse any transaction initiated through that payment facility without giving any reason or advance notice to you.
- 7.6 If you cancel a payment facility, we will not be able to stop a payment in relation to that payment facility without adequate notice. We will endeavour to stop the payment if we have been given 24 hours' notice to cancel the payment facility however we will cancel the payment if we receive notice of the cancellation 3 business days prior to the due date of the payment.
- 7.7 If a card is cancelled, you must make reasonable efforts to immediately destroy the card. You will be liable for any transaction you or any additional cardholder make until the card is destroyed.
- 7.8 You are responsible for cancelling any direct debits, recurring transactions or payment authorities that are linked to a payment facility when that payment facility is cancelled.
- 7.9 If your account has a cheque facility which is cancelled, you must make reasonable efforts to immediately destroy any unused cheques issued to you or any authorised user. We may dishonour any cheque presented after cancellation of your cheque facility. You will still be liable for any cheques presented after cancellation that have not been dishonoured.

## 8. Changes

- 8.1 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.
- 8.2 The most recent Account Access Terms and Conditions can always be found on our website.

## 9. Electronic communication

- 9.1 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.

9.2 Where we communicate with you electronically:

- (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, 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.

## 10. Dispute resolution procedures

- 10.1 If you have a dispute 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 contact us to lodge a formal complaint. You must provide us with all relevant information available to you in relation to the matter and provide us with any other details we require.
- 10.2 If we cannot immediately resolve the matter, we will:
- (a) acknowledge receipt of your dispute 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;
- (b) investigate the dispute;
- (c) if necessary, decide upon the appropriate action; and
- (d) respond to you 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.
- 10.3 When we have completed our investigation of your dispute, 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 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 of us receiving notice of your dispute. Unless your dispute has been resolved completely in your favour, we will also inform you of any further action you can take, including any avenue of review or appeal you might have against our decision through our Internal Dispute Review Committee. You should address your request for your dispute to be reviewed in writing to:

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

We will inform you in writing of the decision made by the



Internal Dispute Review Committee. We will also inform you of any further action you can take, including any avenue of review or appeal you may have against the Committee's decision through an external dispute resolution service. We will also provide you with the contact details of that external dispute resolution service, which is provided free of charge.

- 10.4 Usually, we take less than 45 days from the time we receive your formal complaint to complete our investigation.
- 10.5 If we seek to resolve your dispute by exercising our rights under the rules of a card scheme the time limits imposed by the card scheme may apply instead. Normally our investigation will be complete in less than 60 days and if our investigation will take longer to complete we will inform you in writing and give you reasons for the delay. We will then provide you with updates on the progress of our investigation every 2 months and will let you know when we reasonably contemplate that you will receive a response, however we may not do this if we have requested a response from you which we have not yet received. Your obligation to pay any amount which is the subject of a dispute which is dealt with under this clause, and any credit or other charges related to that amount, may be suspended until the dispute is resolved.
- 10.6 If the dispute is in relation to an ePayment 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 dispute and specify a date by which a decision can reasonably be expected however we may not do this if we have requested a response from you which we have not yet received.
- 10.7 If as a result of our investigation of your dispute 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.
- 10.8 If your dispute is in relation to an ePayment 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.
- 10.9 As an alternative to the procedure described above, if your dispute is in relation to an ePayment transaction and we decide to resolve the dispute in your favour, we may adjust your account accordingly within 7 business days of receipt of that dispute and inform you of any further action you can take in respect of the ePayments Code, including contact details of an external dispute resolution service.

## II. Accuracy of information

- 11.1 We will take reasonable steps to ensure that the information that we make available to you through the payment facilities is correct and updated regularly (at the intervals we specify from time to time).
- 11.2 Subject to any other provisions of these terms and conditions and each account's separate 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.

## 12. Confidentiality

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

## 13. Inconsistency

- 13.1 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 schedule the terms of your schedule will prevail. If there is any inconsistency between these terms and conditions and any conditions applying to your account (other than your schedule) if the inconsistency relates to an access method or payment facility these terms and conditions will apply to the extent of the inconsistency, otherwise the terms of the other terms and conditions relating to your account will prevail with respect to any inconsistency not relating to an access method or payment facility.

## 14. Miscellaneous

- 14.1 You must provide us with your current email address and telephone number (as applicable). You must advise us as soon as practicable if your email address or telephone number changes, or if your telephone is lost or stolen. You can advise us of these things by visiting a branch or calling 13 19 87.
- 14.2 This document is governed by laws of Australia. We will comply with all applicable laws.
- 14.3 If we do not exercise a right or remedy fully or at any given time, we can still exercise it later.
- 14.4 We can decide, at our discretion acting reasonably and in accordance with any laws, the order in which payments will be processed.
- 14.5 Any certificate we give you about an access method or payment facility is sufficient evidence of the matter, unless you or an interested party show the certificate to be incorrect.
- 14.6 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;
    - (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.

- 14.7 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.
- 14.8 Reasonable enforcement expenses may become payable if you breach the terms of this document. Any reasonable expenses we incur in recovering our debt will be payable by you.
- 14.9 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 resupplying the services or the cost of resupplying the services.
- 14.10 Part or all of any provision of these terms and conditions that is 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.
- 14.11 We may assign or otherwise deal with our rights under these 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 our rights under these terms and conditions.
- 14.12 To the extent that the National Credit Code applies to these terms and conditions and:
- (a) that Code would otherwise make a provision of these terms and conditions illegal, void or unenforceable; or
  - (b) a provision of these 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.
- 14.13 You authorise us to debit to your account any amount that under these terms and conditions:
- (a) you are liable for;
  - (b) we are entitled to debit to your account; or
  - (c) you have to pay us.
- 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.
- 14.14 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.

## Section C: Securing your payment facilities

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### 15. Your codes

- 15.1 We will give you a member number, access code and/or PIN for using some of the payment facilities. You may receive different access codes and PINs for different payment facilities, and you may receive these codes at different times (for example when you register for internet banking or when you obtain your card).
- 15.2 Your codes enable:
- (a) you to use the payment facility linked to each code; and
  - (b) us to identify you.
- 15.3 **Procedure relating to access codes only:** If you register for internet banking, you will need to access and activate the facility. For your protection, we may issue you a temporary code to do this. You can access the facility immediately after receiving your access code. For the purpose of registering to use an application, the access code will be the same as the access code you select for internet banking. You must be registered for internet banking before you can use an application. When you access an application for the first time, you will be required to choose an access code which you can use to access the application each subsequent time.
- 15.4 **Procedures relating to PINs only:** We will provide you with a PIN for your card and any additional cardholder. The PIN we issue you and any additional cardholder will be unique. If you do not receive your PIN or any additional cardholder's PIN, please contact us immediately. We give you and any additional cardholder the added convenience and security of being able to personally select your own PIN. We strongly recommend you select a PIN that you can remember without needing to make a written record of it. You or an additional cardholder can change the unique PIN provided by contacting us or through one of our ATMs.
- 15.5 We are authorised to act on all instructions given to us where your member number and codes are correctly provided to us and you are liable for all such transactions. Subject to any other provision of the terms and conditions, we are not liable for any such unauthorised instructions.
- 15.6 We may require you to use an additional authentication process when you instruct us to make payments on your behalf using internet banking. This requirement is in addition to any member number and code or other information you must enter when providing instructions using internet banking. Further information about this process is set out in this document.
- 15.7 We may record and retain by whatever means, in accordance with the ePayments Code, the details of transactions which you effect using the payment facilities. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your codes.

## 16. Security of cards and codes

16.1 Ensuring the security of your card and codes and the card and codes of any authorised users is very important. You must make every effort to see that your card and any record of your codes is not misused, lost or stolen. If you or an authorised user fails to observe the security requirements set out in this document you may be held liable for any unauthorised transactions.

## 17. Your obligations

17.1 You must:

- (a) keep secure and protect your codes, member number and confidential identification details. You must keep details of these separate from each other;
- (b) not disclose your codes, or make them available to any other person (including a family member, friend or one of our staff);
- (c) use care to prevent anyone else seeing or hearing your codes at any time including at an ATM, while using EFTPOS or when you enter your details into a telephone or computer;
- (d) not be careless in failing to protect the security of your codes, member number or card;
- (e) sign your card as soon as you receive it;
- (f) not record your codes (or your disguised codes) on your card, device or any article normally carried with your card or device or which is liable to loss or theft with your card or device;
- (g) if a device is not needed to perform a transaction, not keep a written record of any codes needed to perform a transaction on one or more articles liable to be lost or stolen simultaneously (unless you have made a reasonable attempt to disguise the codes);
- (h) always keep your card in a secure location;
- (i) check regularly that you have your card;
- (j) not leave your card with a merchant or in an ATM;
- (k) not permit any other person to use your card;
- (l) log off from internet banking when you are finished an internet banking session;
- (m) if using a public computer or mobile device to access internet banking you must clear the computer or device cache or history after you use internet banking;
- (n) destroy any expired card; and
- (o) not act with extreme carelessness in failing to protect the security of your card and access codes.

## 18. Protecting your codes

18.1 We give you the option of selecting your codes.

18.2 We strongly advise you to select codes that you can remember without needing to make a written record of it or anything which reminds you of it.

18.3 You must not select or disguise your codes using any of the following combinations (or parts of them):

- (a) dates of birth;
- (b) telephone numbers relating to you (including your mobile or work number);

- (c) car registration numbers;
- (d) family members' names;
- (e) social security numbers; or
- (f) licence numbers.

18.4 In addition, you must not:

- (a) disguise your code by reversing the number sequence;
- (b) record your disguised code on your card;
- (c) describe your disguised record as an "access code", "password", "PIN", "record" or similar;
- (d) disguise your code using alphabetical characters or numbers: A = 1, B = 2, C = 3, etc or in any other manner which would be reasonably recognisable; or
- (e) store your access code in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers;
  - (iii) electronic organisers; or
  - (iv) all kinds of telephones.

18.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your access code.

18.6 You must exercise extreme care if you decide to use a memory aid for your access code.

## 19. Additional cardholders

19.1 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 section requires you to. Additional provisions may be contained in the terms and conditions relating to your applicable product.

## 20. Lost or stolen card or codes

20.1 You or any other authorised user must notify us immediately if:

- (a) your codes or card are lost or stolen;
- (b) you or an authorised user suspects that a code has become known to someone else; or
- (c) you or an authorised user suspects any unauthorised use of a card, code or registered account.

20.2 You may notify us in Australia by telephoning our hotline on 13 19 87, by visiting a branch or by sending a message via internet banking. In the case of a Visa card, if you are overseas, please telephone or visit any bank displaying the Visa sign.

20.3 If you do not notify us of a lost or unauthorised use of a code or card immediately, you may be liable for any unauthorised transactions. Liability for unauthorised transactions is set out in the section 'Liability for unauthorised transactions'.

20.4 Certain classes of third parties may also report your card as lost or stolen. These third parties may include Visa, other financial institutions and First Data Resources Australia Limited ACN 002 603 830 who provide support services to us. If your card is lost or stolen and you are unable to contact us yourself we may also accept a report from a third

- party known to you that your card has been lost or stolen. Please contact us for further information.
- 20.5 You must give us all relevant information you may have about the loss, theft or unauthorised use/knowledge of a card or code so that we can suspend access to your impacted accounts through your card or any other impacted payment facility.
- 20.6 When you report the loss, theft or unauthorised use/knowledge of a card or code, we will give you a notification number (or other form of acknowledgment). You should retain that number as confirmation of your report, and the date and time it was made.
- 20.7 In Australia, if you are unable to contact us because our facilities are unavailable at particular times, you will not be liable for any unauthorised transactions made which may have been prevented if you were able to contact us. However, you must continue to attempt to contact us so that we can be made aware of the loss, theft or unauthorised use/knowledge of a card or code within a reasonable time of our unavailable facilities becoming available again.
- 20.8 Any unreasonable delay in notifying us of the loss, theft or unauthorised use/knowledge of a card or code may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your card or codes.
- 20.9 If a card which has been reported lost or stolen is recovered, it must not be used again and must be destroyed.
- 20.10 You can also use internet banking to restrict access to a card if it has been lost, stolen or you suspect any unauthorised use of the card has occurred.
- 22.2 You must notify us as soon as possible of the loss, theft, misuse or unauthorised use of your passbook, or if your passbook is destroyed. You may notify us in Australia by telephoning our hotline on 13 19 87, by visiting a branch or by sending a message via internet banking. If you do not advise us or delay unreasonably in advising us that a passbook is lost or stolen, misused or destroyed, other people may be able to withdraw money from your account without your permission. If you fail to notify us immediately and someone uses your passbook to withdraw money from your account you may be liable. Your liability will be determined in accordance with the section 'Liability for unauthorised transactions'.
- 22.3 If an unauthorised ePayment transaction is made on your passbook account, without your knowledge or consent, liability for that transaction will be determined in accordance with the section 'Liability for unauthorised 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.

## 21. The security of your cheques and cheque book

- 21.1 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 personal cheque facility.
- 21.2 It is important that you keep your cheque book separate from any plastic cards or other material that bears your signature. You must not sign blank cheques.
- 21.3 You must notify us as soon as possible of the loss, theft, misuse or unauthorised use of any cheque or your cheque book, or if your cheque book is destroyed. You may notify us in Australia by telephoning our hotline on 13 19 87, by visiting a branch or by sending a message via internet banking. If you do not advise us or delay unreasonably in advising us that a cheque or cheque book is lost or stolen, misused or destroyed, other people may be able to withdraw money from your account without your permission. If you fail to notify us immediately and someone uses your cheque or cheque book to withdraw money from your account you may be liable. Your liability will be determined in accordance with the section 'Liability for unauthorised transactions'.

## 22. Security of your passbook

- 22.1 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.



# Section D: Liability for unauthorised transactions

## 23. Part application

- 23.1 This section does not apply to unauthorised transactions on a business account. This section sets out what happens if unauthorised transactions occur with respect to your account using the payment facilities, excluding any non-electronic payment facility including the personal cheque facility and passbooks. You are liable in full for unauthorised transactions occurring on your business account, personal cheque facility and passbook up until the time that you notify us of a breach of security of your account or code.
- 23.2 If there is any inconsistency between this section and any term of any applicable card's terms and conditions, the terms of the card's terms and conditions apply to the extent of any inconsistency.
- 23.3 Special rules may apply to BPAY® – please see the section entitled 'BPAY®'.

## 24. Liability

- 24.1 You will not be liable for losses arising from unauthorised transactions:
- (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 ePayment transactions where it is clear that you have not contributed to the loss;
  - (c) that arise from ePayment transactions which required the use of your card or codes and that occurred before you received your card or codes;
  - (d) resulting from unauthorised ePayment transactions occurring after you have given us notice of a breach of security of a payment facility;
  - (e) arising because the card or codes are forged, faulty, expired or cancelled;
  - (f) that are caused by the same transaction being incorrectly debited more than once to the same account; or
  - (g) that can be made using your member number, card number or account number without your card, PIN or access code (as applicable).
- 24.2 You will be liable where we can prove on the balance of probabilities that you contributed to the losses caused by unauthorised transactions because:
- (a) you acted fraudulently; or
  - (b) you breached the requirements of the section in this document entitled 'Securing your payment facilities'.

In these cases you will be liable for the actual losses which occur before we are notified of an unauthorised transaction or breach of security, but you will not be liable for any of the following amounts:

- (c) the portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) or periodic transaction limits;
- (d) the portion of the losses incurred on any account which exceeds the balance of that account (including any pre-arranged credit);
- (e) all losses incurred on any accounts for which it had not been agreed could be accessed using the relevant payment facility; and
- (f) any losses incurred as a result of you disclosing, recording or storing a code in a way that is required or recommended by us, such as when you provide your code to an aggregator service or store your codes in an electronic wallet on your computer.

24.3 Where we can prove on the balance of probabilities that you have contributed to the losses caused by an unauthorised transaction because you unreasonably delayed in notifying us that:

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

you will be liable for the actual losses which occur between when you became aware of the possibility of an unauthorised transaction being performed and when we were actually notified, but you will not be liable for any of the following amounts:

- (c) the portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) or periodic transaction limits;
- (d) the portion of the total losses incurred on any account which exceeds the balance of that account (including any pre-arranged credit);
- (e) all losses incurred on any accounts for which it had not been agreed could be accessed using the relevant payment facility; or
- (f) any losses incurred as a result of you disclosing, recording or storing a code in a way that is recommended by us such as when you provide your code to an aggregator service or store your codes in an electronic wallet.

24.4 Where your codes were required to perform the unauthorised transaction and clauses 24.1 to 24.3 do not apply, you will be liable for the lesser of:

- (a) \$150;
- (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) of the breach of security excluding the portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s).

24.5 If more than one code is required to perform a transaction and we can prove that you breached requirements of the section in this document entitled 'Securing your payment facilities' for one or more of the codes (but not all the codes), you will be liable as specified in clause 24.2 above if we can prove that the breach was more than 50% responsible for the losses being incurred (when assessed together with all the contributing causes).



- 24.6 You will be liable for any losses incurred as a result of you leaving your card in an ATM if the ATM had reasonable safety measures in place to mitigate the risk of a card being left behind.

## 25. Authorised users

- 25.1 This section applies to authorised users as if they were you. This means that you may be liable if an authorised user contributes to a loss as set out in this section.

## 26. Liability under Visa – Visa card scheme rules

- 26.1 Despite anything else in this section, if you notify us of an unauthorised transaction on your Visa card, we will not hold you liable for an amount greater than the liability you would have had, if at the time the notification was made, we exercised our rights under the rules of the Visa card scheme.
- 26.2 You should keep all vouchers and transaction records you are given from merchants, financial institutions and electronic equipment and check the details and entries on each statement of your account for accuracy as soon as you receive it.
- 26.3 The date appearing on your transaction record may not be the transaction date shown on your statement because transactions completed on non business days or after 4pm may be processed on the next business day.
- 26.4 You should tell us promptly if you think there is an error, discrepancy or unauthorised transaction in your statement. If you delay telling us it may limit our ability to resolve any subsequent complaint. If you do not tell us within 30 days of the statement date then we may lose our chargeback rights. If you tell us after this time and we cannot chargeback the transaction you may still be liable for that transaction.

## 27. Card transactions without PIN

- 27.1 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, or without either a PIN or a signature, if you unreasonably delay reporting your card as lost or stolen to us. If you unreasonably delay notifying us of the loss or theft, your liability will be governed by clause 24.

## 28. Mistaken internet payments

- 28.1 This section sets out what will happen if you report to us that a withdrawal to one or more of your accounts made by you was a mistaken internet payment.
- 28.2 You can report a mistaken internet payment by contacting us.
- 28.3 If you report the mistaken internet payment within 10 business days of making the payment and:
- (a) we are satisfied that a mistaken internet payment has occurred; and
  - (b) there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment;
- then:
- (c) we will request that the receiving bank return the funds to us. If the receiving bank is satisfied that a mistaken

internet payment has occurred, they must return the funds to us within 5-10 business days.

Once we have received the funds back from the receiving bank, we will return the funds to your account as soon as practicable.

- 28.4 If you report the mistaken internet payment between 10 business days and 7 months of making the payment and:
- (a) we are satisfied that a mistaken internet payment has occurred; and
  - (b) there are sufficient funds available in the account of the unintended recipient to the value of the mistaken internet payment;
- then:
- (c) we will request that the receiving bank investigate the reported mistaken internet payment. If the receiving bank is satisfied after their investigation that a mistaken internet payment has occurred, and the mistaken recipient fails to establish that they are entitled to the funds within 10 business days, then the funds must be returned to us within 2 business days of the expiration of the 10 business days.

Once we have received the funds back from the receiving bank, we will return the funds to your account as soon as practicable.

- 28.5 If you report the mistaken internet payment after 7 months of making the payment and:
- (a) we are satisfied that a mistaken internet payment has occurred; and
  - (b) there are sufficient funds available in the account of the unintended recipient to the value of the mistaken internet payment;
- then:
- (c) we will report the mistaken internet payment to the receiving bank, and ask them to seek the consent of the mistaken recipient to return the funds to you; and
  - (d) if the mistaken recipient consents, the receiving bank must send the funds back to us.

Once we have received the funds back from the receiving bank, we will return the funds to your account as soon as practicable.

- 28.6 If you report a mistaken internet payment at any time but the receiving bank is not satisfied that a mistaken internet payment occurred, the receiving bank may still seek the consent of the mistaken recipient to return the funds to you. If the receiving bank receives consent, they may send the funds back to us in which case we will then return the funds to you as soon as practicable.
- 28.7 If you report a mistaken internet payment at any time but sufficient funds are not available in the account of the mistaken recipient, the receiving bank must use reasonable endeavours to retrieve the funds from the mistaken recipient (e.g. by facilitating repayment by instalments).
- 28.8 If at any time you report a mistaken internet payment but we are not satisfied that a mistaken internet payment occurred: we are not required to take any further action, however we may ask the receiving bank to investigate. You are liable for the loss arising from the mistaken internet payment.

- 28.9 Where the mistaken recipient is receiving income support payments from Centrelink, the receiving bank must recover the funds from the mistaken recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
- 28.10 We will always inform you in writing of the outcome of our investigation into the reported mistaken internet payment within 30 business days of the report being made.
- 28.11 If you receive a mistaken internet payment into your account and we are required to send the funds back to the payer's account, you authorise us to withdraw the funds from your account and return these to the payer's account.
- 28.12 You can complain to us when we are not satisfied that a mistaken internet payment has occurred or where you are not satisfied that we have complied with the processes and timeframes set out in this document. If you complain:
- we will deal with the complaint under our internal dispute resolution procedures in clause 10 of this document;
  - we will not require you to complain to the receiving bank;
  - if you are not satisfied with the outcome of your complaint, you can complain to our external dispute resolution scheme; and
  - we and the receiving bank must cooperate with the decision of the external dispute resolution scheme.

If you require details about our external dispute resolution scheme please contact us.

## Section E: Cards

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This section applies if you have a card attached to your account – see applicable schedule.

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 are under 16 years of age we may require a parent or legal guardian to sign a consent form stating that you can obtain a cashcard, in which case you will be able to use the cashcard without the consent of your parent or legal guardian. If your parent or guardian will not consent to you obtaining a cashcard, no cashcard can be obtained for the account.

You must be 14 years of age or over to apply for a Visa debit card. If you are under 16 years of age we may require a parent or legal guardian to sign a consent form stating that you can obtain a Visa debit card in which case you will be able to use the Visa debit card without the consent of your parent or legal guardian. If your parent or guardian will not consent to you obtaining a Visa debit card, no Visa debit card can be obtained for the account.

For further information about Visa credit cards refer to your credit card account's terms and conditions.

### 29. About your card

- 29.1 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.
- 29.2 If your card is a debit card, you must have sufficient available funds in your account (or have sufficient funds available under your credit facility) to cover each transaction.
- 29.3 Each card is to be used solely by the person whose name appears on the card.
- 29.4 The card is only valid from the “valid from” date (when shown or, if not shown, the issue date) to the “until end” displayed on the card.
- 29.5 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 for use unless it has been signed.
- 29.6 Each card we issue remains our property.
- 29.7 We may retain or require you to destroy your card at any time. If we ask you to destroy a card, you must cease using the card and take reasonable steps to ensure it is destroyed. If we issue a replacement card to you, you must not use the card it replaces but you remain liable for any use of the replaced card.
- 29.8 We may issue a replacement card at any time. Fees may apply.
- 29.9 Subject to further terms and conditions outlined below, your card can be used in the following ways:

Using your Card	Cashcard	Visa debit card	Visa credit card
At an ATM in Australia to withdraw funds where cashcards are accepted.	✓	✓	✓
Using EFTPOS in Australia to purchase goods and/or services.	✓	✓	✓
Using Visa easy payment service at participating merchants through EFTPOS in Australia to purchase goods and/or services.	✗	✓	✓
Using EFTPOS in Australia, if the merchant agrees to withdraw funds with your purchase.	✓	✓	✗
Using Visa cash back in Australia, if the merchant agrees, to withdraw funds with or without a purchase.	✗	✓	✓
To deposit and withdraw funds at a Newcastle Permanent branch.	✓	✓	✓
Through mail order, by telephoning or using the internet where Visa cards are accepted.	✗	✓	✓
At an ATM overseas or in Australia to withdraw funds (cash advance) where Visa cards are accepted.	✗	✓	✓
To purchase goods and/or services overseas or in Australia where Visa cards are accepted.	✗	✓	✓
Using a contactless terminal to purchase goods and/or services where you have a Visa payWave-enabled card.	✗	✓	✓
Using a contactless terminal to purchase goods and/or services where you have an EFTPOS contactless-enabled card.	✗	✓	✗

29.10 Your Visa card will be subject to the Visa account updater service (VAU). Under this service, if a merchant approved by Visa has an authority to draw upon your Visa card and the Visa details that they have been provided with have changed, the qualified merchant enrolled in VAU through their acquirer will be able to contact Visa and obtain the updated details we provide to Visa, unless you have advised us that your old card has been lost or stolen. VAU helps maintain the continuity of payment relationships for cardholders and merchants by reducing the opportunity to switch payment methods or cancel services when account information changes. VAU may also support an issuer's use of Visa's other services. It is not possible to opt out of this service. If you have concerns about what this may mean for you, please contact us.

## 30. Using your card to obtain goods and services

### 30.1 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:

- all cards can be used in Australia;
- cashcards can be used only where the EFTPOS and cashcard logos are displayed;
- Visa cards can be used throughout the world where Visa cards are accepted; and
- contactless-enabled cards can be used at participating merchants.

The fact that the card logo is displayed at a merchant's premises does not mean that we guarantee:

- the hours which a terminal will be available (these hours may vary in accordance with the merchant's trading hours);
- that the merchant will accept your card;
- that the merchant will allow cash withdrawals; or
- that the merchant will not place other limitations on the use of your card.

Contactless transactions may be automatically processed through Visa or through EFTPOS. If the transaction is processed through EFTPOS, you may incur an EFTPOS Transaction Fee as set out in the applicable schedule.

If you have concerns about what this may mean for you, please contact us.

### 30.2 Through mail order, by telephone or using the internet

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

A purchase from a merchant is a legal transaction between you and that merchant, and the merchant is usually responsible for providing the goods or the performance of the services. 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. If you are unable to resolve the matter with the merchant you may have charge back rights.

### 30.3 When a merchant places a “hold” on funds in your account

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

For example, a hotel might require you to hand over your Visa 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 Visa 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 card, or the amount of your bill is greater or lesser than the amount over which the hotel has placed a “hold”, the “hold” may 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 us.

### 30.4 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.

## 31. Using your card to obtain cash withdrawals

- 31.1 You can obtain cash from your account at any of our branches up to your withdrawal limits, by presenting your card at the counter and completing a withdrawal form.
- 31.2 You can also use the card in combination with your PIN to obtain cash from any of our ATMs, Westpac Group ATMs, most foreign ATMs and through EFTPOS (where the merchant agrees to allow you to withdraw cash).
- 31.3 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 of some other financial institutions or at ATMs throughout the world displaying the Visa sign. A Visa Cash Advance Fee may apply. The current amount of this fee is set out in the applicable schedule. In addition, you may be charged a fee by the other financial institution or terminal owner 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 and will be charged to your account at the time of the transaction and included in the total cash advance amount printed on your statement.

- 31.4 If you have a Visa credit card, you and an additional cardholder may also be able to obtain cash from your credit card account by presenting your cards at a branch of some other financial institutions or at ATMs throughout the world displaying the Visa sign. A Cash Advance Fee may apply. The current amount of this fee is set out in the applicable schedule. In addition, you may be charged a fee by the other financial institution or terminal owner 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 and will be charged to your account at the time of the transaction and included in the total cash advance amount printed on your statement.
- 31.5 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).
- 31.6 The minimum amount of cash you can obtain using the card may vary depending on which financial institution or ATM terminal you use.
- 31.7 We do not warrant that ATMs will always have money available.
- 31.8 If you have a Visa credit card additional terms may be imposed by the credit card account’s terms and conditions that you receive with your Visa credit card.

## 32. Vouchers

- 32.1 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. You should check the amounts appearing on the voucher or withdrawal slip when you receive it. You should notify us as soon as possible if you disagree with the amount shown.

## 33. Using a terminal

- 33.1 When a cardholder or an additional cardholder uses a PIN and/or card at a terminal (which includes using your Visa card only through the Visa easy payment service or a card at a contactless terminal), you authorise us to act on the instructions entered into the terminal.
- 33.2 Once money has become physically available to you or an authorised user from a terminal, its security is no longer our responsibility.

## 34. How we process transactions if you use your card outside Australia

- 34.1 Our Visa cards can be used to obtain cash or purchase goods or services in local currency at most overseas terminals displaying the Visa logo – see the applicable schedule to determine whether a Visa card is available for your account.
- 34.2 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. If applicable, the current amount of the Foreign Currency Conversion Fee is set out in the schedule for the applicable account.

- 34.3 All international transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.
- 34.4 Some merchants may display the price of a purchase in Australian dollars, despite still charging a cardholder for the purchase in foreign currency. When this is the case, the transaction must still be converted to Australian dollars as mentioned above before the amount of the purchase is debited to the relevant card account. You will be charged a fee in connection with a transaction in a currency other than Australian dollars, including any transaction displayed in Australian dollars but charged in a foreign currency. For more information, see the applicable schedule.

## 35. Using foreign ATMs

- 35.1 The financial institution that owns the foreign ATM can determine from time to time what transactions can be carried out using their ATMs, and can also impose cash limits on their ATMs. You should check with the financial institution that owns the ATM if you have any questions about the transactions available and if any cash limits apply.
- 35.2 We do not accept any responsibility for an operator of a foreign ATM imposing restrictions or conditions on the use of that ATM including any fees.

## 36. Authorising a transaction

- 36.1 Some transactions require authorisation from us. We can refuse to authorise a proposed transaction:
- (a) if the transaction exceeds the cleared funds in your account or honouring the transaction would mean the balance of your account will exceed your credit limit;
  - (b) if your card has been reported lost or stolen; or
  - (c) for any other reason we consider necessary to protect our interests (in some cases these decisions may be made by our computer systems, applying business rules that are intended to prevent losses to us, our members, or others).
- 36.2 You authorise us to give necessary information to other persons for the purpose of authorising transactions.
- 36.3 You authorise us to debit your account with the amount of any purchases or cash advances and any associated fees and charges made and any other transactions made using your card or any additional card.

# Section F: Internet and phone banking

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**Please note:** 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.

## 37. Internet banking and phone banking

- 37.1 You can use internet banking and phone banking to obtain information on your registered accounts and to transfer money between accounts. Depending on the type of account you have, restrictions on the internet banking and phone banking facilities available to you may apply – see applicable schedule.
- 37.2 We are authorised to act on instructions received using internet banking and phone banking using your member number and access code and you are liable for such instructions. Our business internet banking has separate business internet banking rules (which will be given to you at the time you register for business internet banking if you are eligible for this service).

## 38. Your registered accounts

- 38.1 The terms and conditions for each registered account specify certain matters for that registered account such as:
- (a) minimum amounts for a deposit or withdrawal;
  - (b) when transactions may be debited or credited to your account; and
  - (c) when the balance of your account, the undrawn amount of any credit facility or any amount available for redraw, will be available to use through a payment method such as internet banking and phone banking.

## 39. Applying for internet banking

- 39.1 You can request to access internet banking by contacting us. Approval of a request is at our discretion. To access an application issued by us via our internet banking service, you must first be registered for internet banking.
- 39.2 If your application for internet banking is approved, your accounts will be accessible via internet banking with full access unless you request otherwise. The applicable schedule for each account will set out any limitations or restrictions regarding the payment facilities.
- 39.3 Where multiple signatories are required to operate an account, view only access is available. Full access is not available.
- 39.4 Subject to any restrictions set out in the relevant schedule for each registered account and these terms and conditions, you may be able to authorise one or more persons 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, via internet banking.

You can arrange this by contacting us. We do not have to agree to your request. If approved, we may issue that person



with the requested means to access internet banking. You may request us to cancel this authority at any time by contacting us. An authorised user registered to use internet banking can also make a request directly to us requesting that their authority is revoked. You consent to us giving an authorised user registered to use internet banking information about your account.

- 39.5 When you or an authorised user registered to use internet banking instructs us to carry out an action or make a transaction using internet banking or phone banking, we will act on the instructions of that person. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions. Some limitations may apply to the actions that can be carried out by an authorised user registered to use internet banking – contact us for further information.

## 40. Services available using internet banking and phone banking

- 40.1 You can find out information about our internet banking and phone banking services by visiting our website at [newcastlepermanent.com.au](http://newcastlepermanent.com.au)

## 41. Authentication process

- 41.1 We may require some internet banking services and functions including, but not limited to, BPAY® payments and internet banking transfer payments to be authenticated using a password, access code or other authentication method.
- 41.2 You may be required to provide your current mobile telephone number as part of the authentication process. You must keep us up to date with your current mobile telephone number if this is the case. If you choose not to register or don't provide us with a current mobile telephone number, some internet banking services and functions may no longer be available to you.
- 41.3 Once you are registered, you may be asked during an internet banking session to authenticate a service or function using this facility. If this occurs then you will be provided with instructions that you will be required to follow to access the service or function requested.
- 41.4 The authentication process is used to confirm the service or function initiated during your internet banking session.

## 42. Transferring funds

- 42.1 Transfers can only be made from eligible accounts that are currently registered. The relevant schedule for each account type will state if an account is eligible. The receiving account can either be held with us or held with another financial institution.
- 42.2 Where you have a registered account which is a loan account where redraw is available, automatic transfers can be made by internet banking from the loan account to another registered account eligible to receive deposits, subject to the terms and conditions that apply to the loan account. You cannot use phone banking to initiate a transfer from a loan account.
- 42.3 Subject to any restrictions set out in the applicable schedule, where you have a registered account which is not a loan account you can also make an automatic transfer from your

registered account to another account eligible to receive deposits either held with us or another financial institution. You can do this by accessing the internet banking transfer facility.

## 43. Historical data

- 43.1 Internet banking and phone banking data may remain accessible to you through internet banking for a period determined by us acting reasonably and in accordance with any relevant law. At our discretion (acting reasonably) we may remove internet banking and phone banking data from our internet banking and phone banking system, however in accordance with laws, you may still be able to obtain historical data by contacting us.

## Section G: Alert services

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This section applies if you activate any alert service using internet banking.

In this section and where the context allows, “you” and “your” has its ordinary meaning under these terms and conditions but also includes an authorised user registered to use internet banking.

### 44. Using alert services

- 44.1 You acknowledge that an authorised user registered to use internet banking may at any time activate the alert service through internet banking and by using the alert service, may access information on your registered accounts.
- 44.2 You may nominate only one email address for the provision of email services or one mobile telephone number (which is capable of receiving SMS) for the provision of the alert services. This number must be your own mobile telephone number.
- 44.3 You are prohibited from using an alert service for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may revoke or cancel any alert service without notice should you engage in this type of behaviour.

### 45. Not used

### 46. Not used

## Section H: BPAY<sup>®</sup>

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**Please note:** 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.

This section applies if BPAY<sup>®</sup> is available with your account – see applicable schedule. BPAY<sup>®</sup> transactions are only available through internet banking and phone banking.

### 47. BPAY<sup>®</sup> scheme

- 47.1 We are a member of BPAY<sup>®</sup>. BPAY<sup>®</sup> is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (“billers”) who participate in the BPAY<sup>®</sup> scheme. We will inform you if we stop being a member of BPAY<sup>®</sup>.
- 47.2 When you tell us to make a BPAY<sup>®</sup> payment, you must give us the information specified below. We will then debit the account you specify with the amount of that BPAY<sup>®</sup> payment.

### 48. BPAY<sup>®</sup>

- 48.1 BPAY<sup>®</sup> payments can be made from eligible accounts that are currently listed on your internet banking or phone banking facility, provided that:
  - (a) BPAY<sup>®</sup> payments can be made from the account – see the relevant schedule;
  - (b) there are sufficient cleared funds or credit available in the account to meet the value of the BPAY<sup>®</sup> payment; and
  - (c) the relevant biller agrees to accept the amount.
- 48.2 BPAY<sup>®</sup> is only available if you are a registered internet banking or phone banking user.
- 48.3 If there is an inconsistency between any of the other terms and conditions applying to your account and the BPAY<sup>®</sup> conditions, the BPAY<sup>®</sup> conditions will apply to the extent of that inconsistency.
- 48.4 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.

### 49. Payments

- 49.1 We will not accept an order to stop a BPAY<sup>®</sup> payment once you have instructed us to make that BPAY<sup>®</sup> payment.
- 49.2 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 – see below) when instructing us to make a BPAY<sup>®</sup> payment, or if you did not authorise a BPAY<sup>®</sup> payment that has been made from your account. Clause 55 (Liability for mistaken payments, unauthorised transactions and fraud) describes when and how we will arrange for such a BPAY<sup>®</sup> payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 49.3 Subject to clause 52 (Cut-off times), billers who participate

in BPAY<sup>®</sup> have agreed that a BPAY<sup>®</sup> payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you make that BPAY<sup>®</sup> payment, if you tell us to make the BPAY<sup>®</sup> 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<sup>®</sup> payment after our payment cut-off time on a business day, or on a non business day.

49.4 A delay might occur in processing a BPAY<sup>®</sup> payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY<sup>®</sup> payment;
- (b) you tell us to make a BPAY<sup>®</sup> 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 BPAY<sup>®</sup> does not comply with its obligations under BPAY<sup>®</sup>; or
- (d) a biller fails to comply with its obligations under BPAY<sup>®</sup>.

49.5 While it is expected that any delay in processing a BPAY<sup>®</sup> payment under this agreement for any reason set out in the clause above will not continue for more than 1 business day, any such delay may continue for a longer period.

49.6 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<sup>®</sup> 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<sup>®</sup> payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

49.7 When you set up a BPAY<sup>®</sup> payment you may choose to make the payment on a future date. If you have set up a BPAY<sup>®</sup> 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.

49.8 If you use a credit card account to make a BPAY<sup>®</sup> payment we treat that payment as a credit card transaction.

## 50. Valid payment direction

50.1 We will treat your instruction to make a BPAY<sup>®</sup> payment as valid if, when you give it to us, your correct member number and access code is provided.

## 51. Information you must give us

51.1 To make a BPAY<sup>®</sup> payment you must provide us with the following information:

- (a) your member number and access code;
- (b) the account from which funds are to be debited;
- (c) the biller code (this will be recorded on your bill);
- (d) the biller customer reference number (this will be recorded on your bill);

- (e) the amount to be paid; and
- (f) the date the payment is to be made.

You acknowledge that we are not obliged to effect a BPAY<sup>®</sup> payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 52. Cut-off times

52.1 If you tell us to make a BPAY<sup>®</sup> payment before the time specified on our website at [newcastlepermanent.com.au](http://newcastlepermanent.com.au), it will in most cases be treated as having been made on the same day.

52.2 As mentioned above, the payment may take longer to be credited to a biller if you tell us to make a BPAY<sup>®</sup> payment on a Saturday, Sunday or public holiday or if another participant in BPAY<sup>®</sup> does not process the payment as soon as they receive its details.

## 53. When a biller cannot process a payment

53.1 If we are advised that your BPAY<sup>®</sup> payment cannot be processed by a biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY<sup>®</sup> payment; and
- (c) take all reasonable steps to assist you in making the BPAY<sup>®</sup> payment as quickly as possible.

## 54. BPAY View<sup>®</sup>

BPAY View<sup>®</sup> is not available on an application issued by us via our internet banking service.

54.1 BPAY View<sup>®</sup> enables you to receive your bills from participants of the BPAY<sup>®</sup> scheme electronically. You must register before using BPAY View<sup>®</sup>. You can register by logging onto internet banking and electing to view bills from each nominated biller using BPAY View<sup>®</sup>.

54.2 If you register for BPAY View<sup>®</sup>, you agree:

- (a) that we will disclose to each biller nominated by you:
  - (i) your personal information (for example your name, email address and your Newcastle Permanent Building Society membership details) as is necessary to enable the biller to verify that you can receive bills and statements electronically using BPAY View<sup>®</sup>; and
  - (ii) that an event in clause 54.3 (b), (c), (d), (e) or (f) has occurred.
- (b) that we or a biller may collect data about whether you access your emails, internet banking and any link to a bill or statement;
- (c) to receive bills and statements electronically in order to satisfy the legal obligations (if any) of a biller to give you bills and statements; and
- (d) that if you register to receive a bill or statement electronically through BPAY View<sup>®</sup>, you are entitled to receive that bill or statement from the applicable biller.

For the purposes of this clause, we will act as the agent

for each biller nominated by you under (a) above. You must notify us if any of your personal information changes. You consent to us disclosing your updated information to all other participants in BPAY®. You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited ABN 60 003 311 644. If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible for you to use BPAY View®. You can deregister a biller at any time using internet banking and the biller will be removed from your list of billers and you will no longer receive electronic bills from that biller. The deregistration will become effective immediately.

- 54.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:
- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - (b) if you or a biller deregister from BPAY View®;
  - (c) if we receive notification that your email mailbox is full;
  - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - (e) if we are aware that you are unable to access your email or our service or a link to a bill or statement for any reason; or
  - (f) if any facility necessary to access BPAY View® malfunctions or is not available for an extended period.

We are not obligated to provide you with a paper bill or statement in any of these circumstances.

- 54.4 You will be notified of receipt of a bill or statement through our internet banking secure mail service, as well as to your nominated email address. If:
- (a) you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your nominated email; and
    - (ii) at the email address nominated by you;
  - (b) if you receive notification on internet banking without an email then that bill or statement is received by you:
    - (i) when a notification is posted on internet banking, whether or not you choose to access internet banking; and
    - (ii) on internet banking.

- 54.5 Bills and statements delivered to you by BPAY View® may remain accessible through internet banking for a period determined by the biller up to a maximum of 24 months (unless you delete them). After 24 months, they will be deleted, whether paid or not.

- 54.6 You should contact the relevant biller if you have any queries in relation to bills or statements.

- 54.7 If you have registered with a biller for BPAY View®, the alert service will also enable you to set up alert services for your bills.

- 54.8 If you register for BPAY View®, you must:

- (a) check your emails or access internet banking at least once a week;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or internet banking or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive notifications (e.g. ensure it has sufficient storage space available).

- 54.9 Unless expressly provided for in these terms and conditions, we are not responsible for arranging or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY View® you should contact the applicable biller.

- 54.10 A BPAY View® billing error includes:

- (a) if you successfully registered with BPAY View®:
  - (i) failure to give you a bill;
  - (ii) failure to give you a bill on time;
  - (iii) giving a bill to the wrong person; or
  - (iv) giving a bill with incorrect details.
- (b) if your BPAY View® deregistration has failed for any reason:
  - (i) giving you a bill when you have unsuccessfully attempted to deregister.

- 54.11 If a billing error occurs, you must immediately, upon becoming aware of the billing error, take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill.

- 54.12 The party who causes a billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

- 54.13 You agree for the purposes of clause 54.12 that you are responsible for a billing error if the billing error occurs as a result of an act or omission by a user or the malfunction, failure or incompatibility of computer equipment a user is using at any time when using BPAY View®.

## 55. Liability for mistaken payments, unauthorised transactions and fraud

- 55.1 We will attempt to ensure that BPAY® payments are processed promptly by the participants in BPAY®, 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 correct any such matters in relation to your BPAY® payments in the way described in this clause. If the ePayments 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 the section 'Liability for unauthorised transactions'. Otherwise, except as set out in this clause 55 and clause 59, we will not be liable for any loss or damage you suffer as a result of using BPAY®.

- 55.2 If a BPAY® payment is made to a person, or for an amount, not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount back to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it incorrectly within 20 business days, you must pay that amount back to us.
- 55.3 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 back with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover the amount paid to the incorrect party within 20 business days; or
- (b) the payment was made under a payment direction which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

- 55.4 If a BPAY® payment is induced by the fraud of a person involved in BPAY®, 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 BPAY® 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 that is not refunded to you by the person who induced the fraud.
- 55.5 You must 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® conditions; or
  - (b) acted negligently or fraudulently in connection with other terms and conditions of your account.
- 55.6 If you tell us that a BPAY® payment made from your account is unauthorised, you must first give us your written consent to contact the biller who received that BPAY® payment, and to obtain information from that biller regarding your account, BPAY® payment, 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 unless you provide us with that consent.

## 56. No “chargebacks”

- 56.1 With respect to BPAY® payments made by credit card, except where a BPAY® payment is a mistaken payment referred to in clause 55.2, an unauthorised payment referred to in clause 55.3, or a fraudulent payment referred to in clause 55.4, BPAY® payments are irrevocable. No refunds will be provided through BPAY® where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.
- 56.2 Even when your BPAY® payment has been made using a credit card account, no “chargeback” rights are available under BPAY® scheme rules.

## 57. Suspension

- 57.1 We may suspend your right to participate in BPAY® at any time.
- 57.2 The circumstances in which we may suspend your right to participate in BPAY® include, but are not limited to, if we believe your member number and access code are being used, or will be used, in a way that will cause losses to you or us.

## 58. Account records

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

## 59. Consequential damage

- 59.1 We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than due to any loss or damage you suffer due to our negligence or any law which we may breach. 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

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This section applies if you can arrange for payments to be made from your account to any other account held by you, or to a third party whether the other account is with us or with another financial institution – see applicable schedule.

For some account types, the use of this payment facility may be limited to automatic transfers to another account held with us. Please see the relevant schedule for the applicable account type for details.

## 60. Arranging an automatic transfer

- 60.1 You can arrange an automatic transfer by contacting us, via internet banking or by visiting any branch and completing a written authority.
- 60.2 You must give us the information we require to enable us to make a payment. This information may include the BSB and account numbers, and account name of the destination and source accounts. You must ensure that all information you give to us is correct. We do not check and are not responsible for checking the information provided to us. We will not be liable for any payments we make in accordance with your instructions.

## 61. Timing of an automatic transfer

- 61.1 Your first automatic transfer will occur on the date you specify. 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.
- 61.2 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 affected 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 one business day either side of the nominated day (depending on how the automatic transfer was established).
- 61.3 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. Payments made using electronic equipment will be processed as soon as possible but may not be processed until the next business day. Payments made to or from accounts with other financial institutions may also be subject to processing cut-off times.
- 61.4 Automatic transfers can be once off payments, or can be scheduled weekly, fortnightly, monthly, every 4 weeks, every two months, quarterly, half yearly or annually. If an automatic transfer is arranged through a branch, payment options may be limited.
- 61.5 If you select one of our loan repayment options 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.

## 62. Stopping or altering an automatic transfer

- 62.1 You can arrange for an automatic transfer to be stopped or altered by contacting us.
- 62.2 If you have arranged an automatic transfer using the internet banking transfer 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.
- 62.3 We may at any time in our absolute discretion stop an automatic transfer. If we do this we will notify you in writing.

## 63. Service standard for automatic transfer service

- 63.1 The automatic transfer service operates in a complex network and we do not control significant elements of that network. When you instruct us to make any automatic transfer, we will use reasonable efforts to cause the transfer to occur, but we are not able to guarantee that transfers will be available at all times or will be completed in any particular period. Payments will usually be delayed by at least 1 business day. We accept no liability for any loss or damage you suffer as a result of using the automatic transfer service or any delay, omission or failure associated with a payment under the transfer service (including those involving another financial institution).

# Section J:

## Personal cheque facility

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This section applies if you have a personal cheque facility attached to your account – see applicable schedule.

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.

### 64. Issuing and writing cheques

- 64.1 You must be 18 years of age or over to apply for a personal 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.
- 64.2 You may only write cheques on the forms we supply which are crossed and endorsed “Not Negotiable”. All cheques that you write must be completed legibly and must be signed by you or an authorised user in accordance with any instructions you give us in relation to the use of your account.
- 64.3 When writing a cheque you should always include the amount of the cheque in words as well as figures for security and clarity. You should also:
- (a) not leave 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.
- 64.4 You should use a blue or black pen to write a cheque, and must not write on a cheque with a pencil or erasable ink.
- 64.5 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 as an incident of, the issue of a cheque by you.
- 64.6 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.
- 64.7 You must take all reasonable care to prevent fraud occurring in relation to your cheque facility.

### 65. What is the effect of crossing a cheque?

- 65.1 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.

### 66. What is the meaning of “Not Negotiable”?

- 66.1 The words “not negotiable” between two parallel lines across the face of a cheque means 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.

- 66.2 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.

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

- 67.1 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.

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

- 68.1 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.
- 68.2 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.

### 69. Stopping your cheque

- 69.1 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 may impose for this service. For full details refer to the applicable schedule.
- 69.2 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 the name of the payee.

### 70. Dishonouring cheques

- 70.1 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 where a cheque is unsigned, undated, post dated, stale or has no payee stated or has been materially altered and where 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; or
- (e) we have received notice of your mental incapacity, bankruptcy or death.

70.2 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 applicable schedule.

## 71. Exceeding your available balance

71.1 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 will owe us the outstanding 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.

## 72. Our liability

- 72.1 In addition to any matters already outlined within these terms and conditions, we accept no liability 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 K: Passbooks

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This section applies if you have a passbook attached to your account – see the applicable schedule.

## 73. About your passbook

- 73.1 If your account is a passbook account, your passbook is a record of the transactions on your account. Each time you present your passbook to us 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. Failure to produce your passbook may result in the transaction being declined.
- 73.2 By opening a passbook account with us, you agree that:
- (a) 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
  - (b) the passbook is the facility through which confirmation of transactions on your account will be provided to you.

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