

bankwest



Bankwest, a division of Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL/Australian credit licence 234945

# BWA Cash Management Trust (BWA CMT)

Bankwest Access Facilities  
– Conditions of Use  
– 27 November 2015

The Responsible Entity for the BWA Cash Management Trust is Colonial First State Investments Limited (CFSIL) ABN 98 002 348 352 AFSL 232468. CFSIL is a subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945. BWA Managed Investments (BWAMI) is a specialist cash management business and forms part of CFSIL.

## **Product Disclosure Statement**

The BWA Cash Management Trust Product Disclosure Statement that you received when you opened your nominated BWA CMT account should be read in conjunction with these Access Facilities – Conditions of Use and the Banking Services Rights and Obligations document. You should read all of these documents carefully and retain them for future reference. Copies of these documents can be obtained by contacting our Client Services Team on 1300 663 117 or by visiting [bwami.com.au](http://bwami.com.au).

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## About These Conditions of Use

These Conditions of Use apply to your use of the following Bankwest Services (applicable to what you have applied for) relating to your nominated account.

- Bankwest Online Banking\* – Parts 1,3, 6, 7 and 8
- Phone Banking\* Parts 1, 3, 6, 7 and 8
- Pay Anybody – Parts 1, 3, 4, 6, 7 and 8
- Bankwest Debit Cards 1, 2, 6, 7 and 8

Each of these Services provides you with access to your BWA CMT account which we agree you may nominate.

Before you use any of the above Bankwest Services you should read these Conditions of Use carefully. They operate in addition to and should be read together with the BWA Cash Management Trust Product Disclosure Statement (PDS). If there is an inconsistency between these Conditions of Use and the information contained within the PDS, these Conditions of Use prevail in respect of EFT transactions.

**You should keep these Conditions of Use for future reference. Copies of the Conditions of Use are available on request from our Client Services Team on 1300 663 117 or by visiting [bwami.com.au](http://bwami.com.au)**

**Customer Enquiries – please call 1300 663 117**

**Where to Report Lost or Stolen Cards or Suspected Unauthorised Transactions (24 hours) Within Australia**

**13 17 19** (cost of a local call)

**Outside Australia – +61 8 9486 4130** (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).

\*Including the BPAY scheme.

# Part 1 – General Conditions of Use

## 1.1 Definitions

The following expressions have the following meaning:

**Access method** means a method the use of which we authorise and accept as providing authority to us to act on an instruction given through electronic equipment. A reference to an access method includes a reference to each of its individual components and includes, but is not limited to, a card, card details, a security token, a secret code or any combination of these. It does not include a method where a manual signature is the principal means of verifying the authority to give the instructions.

**Account Holder** (Online Business Banking) means the legal owner of a Nominated Account.

**ADI** means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**ATM** means an automatic teller machine.

**Biller** means an organisation who tells you that you can make bill payments to them through the BPAY® scheme.

**BPAY\* payment** means a payment to a biller through the BPAY scheme.

**BPAY Pty Ltd** means BPAY Pty Ltd ABN 69 079 137 518, GPO Box 3545, Rhodes NSW 2138. Tel (02) 9646 9222.

**BPAY scheme** means a service which allows you to make BPAY payments electronically and receive or access bills electronically via BPAY View. We have membership of the BPAY scheme. We will tell you if we cease to have membership of the BPAY scheme.

**BPAY View** means an electronic service offered as part of the BPAY scheme which allows you to view bills from a nominated biller electronically.

**Business day** means any weekday, including local public holidays in Australia, but excluding public holidays observed Australia wide.

**Card** means a branded card issued by us to enable you to access your nominated accounts.

**Card details** means the information printed on a card and includes, but is not limited to, the card number and expiry date.

**Cardlink Services Ltd** means Cardlink Services Ltd ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes NSW 2138. Tel: (02) 8754 2800.

\* Registered to BPAY® Pty Ltd ABN 69 079 137 518

**Client Services Team** means a team of representatives responsible for the administration of your nominated account.

**Customer Service Centre** means a Bankwest-branded Customer Service Centre.

**Daily Payment Limit** (Online Business Banking) means the aggregate amount of Payments that you may instruct us via Online Business Banking to make from your Nominated Accounts on any Business Day, which is currently \$50,000.00, or an amount we advise or agree with you.

**EFT system** means the shared system under which EFT transactions are processed.

**EFT terminal** means any terminal connected to the electronic banking system and authorised by us for use with an access method to conduct an EFT transaction, including Bankwest-branded ATMs and EFTPOS.

**EFT transaction** means an electronic funds transfer from or to a Bankwest-branded account with us initiated by a user through electronic equipment using an access method.

**EFTPOS** means an electronic funds transfer point of sale terminal.

**Electronic communication** means a message we transmit to you and you receive from us electronically, in a form that you retain for later reference such as by printing or by storing for later display or listening.

**Electronic equipment** includes, but is not limited to, a computer, television, telephone, mobile phone, mobile devices and an EFT terminal.

**Eligible Account** (Online Business Banking) means a Bankwest-branded account of a type that Bankwest determines from time to time is eligible to be accessed via Online Business Banking.

**Eligible Recipient Account** means an account:

- which is maintained by an ADI which is a subscriber to the ePayments Code;
- that belongs to an identifiable individual in whose name a facility has been established by the subscriber.

**ePayments Code** means the ePayments Code issued by ASIC.

**Instruction** (Online Business Banking) means any request or instruction to Bankwest that is effected through Online Business Banking by use of a PAN and Secure Code.

**International Transfers** means payment to a beneficiary account at a bank overseas.

**Merchant** means a supplier of goods or services.

**Mistaken Internet Payment** means a payment initiated using the Pay Anybody service described in clause 5.2 from your account where funds are paid into an Eligible Recipient Account of an unintended recipient because a User enters or selects a 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.

**Mobile device** means a mobile phone, tablet device or other small screen device which can be used to access the Internet.

**Nominated account** means a Bankwest-Branded account with us, other than a credit card account, which you nominate and which we authorise you to access to conduct EFT transactions.

If there is more than one accountholder and/or more than one authorised signatory to the account, each accountholder and each signatory must be authorised to operate the nominated account alone.

**Nominated account** (Online Business Banking) means an Eligible Account you operate with Bankwest that you nominate to be accessed, in order to transfer funds to or from it or obtain information about it, by using Online Business Banking. This includes, without limitation, an individual account, joint account, company account, trust account or a partnership account provided that if the account allows for more than one signatory to effect transactions in respect of it, the account operation method requires instructions to be given by "any one" of a number of signatories or by "any two of them jointly".

**Online Business Banking** means Bankwest's Online Business Banking Internet service, which allows you to conduct your business banking and transact online on your Nominated Accounts. It also includes such other electronic or computer-based banking services that Bankwest may add to the service from time to time. With the exception of international transfers, which are governed by these Access Facilities Conditions of Use and the Your Guide to Banking Fees Brochure, the Online Business Banking Product Disclosure Statement governs Bankwest Online Business Banking.

**Payment** (Online Business Banking) means a transfer of value (including an internal transfer) from a Nominated Account to: other Nominated Accounts (provided that the payment does not involve a transfer between two credit



cards accounts), any other Bankwest-branded accounts (whether of the Account Holder or any other persons) or Non-Bankwest-branded accounts (whether of the Account Holder or any other persons), except credit card accounts.

**PAN** means a personal access number of up to 10 characters allocated to a user by us to identify the user for the purposes of accessing Phone Banking and Bankwest Online Banking.

**PIN** means the personal identification number we allocate to a user with a card, as changed by the user or us from time to time.

**Receiving ADI** means an ADI which is a subscriber to the ePayments Code and whose customer has received a payment which you have reported as being a Mistaken Internet Payment.

**Regular Payment Agreement** means a recurring payment or an instalment payment between you and a merchant in which you pre-authorise the merchant to bill your card account at intervals agreed by you.

**Secret code** means individually and collectively a user's PIN, token code, secure code, token PIN, answers to your Secret Questions and SMS Code.

**Secret Questions** means security questions pre-arranged with us that may be asked when you wish to perform certain transactions or use certain functions in Bankwest Online Banking. The correct answers must be provided before the transactions can be made or the functions used.

**Secret Questions Security** means the Security Setting where, when requested, you must correctly answer the Secret Questions, in addition to your existing secure code to authenticate you as a user.

**Secure code** means the access method required by users, along with a PAN, to access Phone Banking or Bankwest Online Banking. For Phone Banking the secure code is a four digit number. For Bankwest Online Banking the secure code is an alphanumeric code of 8–16 characters and in the form required by us as described in Bankwest Online Banking from time to time or, for those users with a security token, a ten digit code which is a combination of the token PIN and token code.

**Security Setting** means your security setting for transactions using your card, SMS Code Security and for certain transactions in Bankwest Online Banking, SMS Code Security and/or Secret Questions Security, as applicable.

**Security token** means, if we have provided one to a user, the physical device which generates a token code.

**Service** means Bankwest's Online Banking, Phone Banking, Pay AnyBody or Debit Card.

**SMS Code** means a randomly generated 6 digit code we send by short messaging service (SMS) to your mobile phone for conducting transactions using your card or to perform certain transactions or use certain function in Bankwest Online Banking.

**SMS Code Security** means the Security Setting where, when requested, you must correctly enter your current SMS Code, in addition to any existing secure code to authenticate you as a user.

**Token code** means a random six digit code generated by a security token. The security of a token code is breached if the security token is lost, stolen or allowed to be seen by a person other than the user.

**Token PIN** means the four digit code which is chosen by users who have been provided with a security token.

**Unauthorised** means without knowledge or consent of a user.

**User** means you and any other person authorised by you and us to operate a nominated account alone (ie an authorised signatory).

**WST** means Western Australian standard time.

**We, us, the Bank or Bankwest** means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124, AFSL/Australian credit licence 234945 and its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning, and

**You** means the holder of the nominated account and each of you if there is more than one account holder. Any other grammatical form of the word 'you' has a corresponding meaning. For the purposes of complying with the requirements for the SMS Code Security and the Secret Questions Security, where relevant, "you" also includes any user.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

## **1.2 ePayments Code**

We warrant that we will comply with the requirements of the ePayments Code, where those requirements apply to your dealings with us.

## **1.3 Code of Banking Practice**

The Code of Banking Practice applies to the Services.

General descriptive information about our banking services is available on request in the form of a booklet issued by us called Banking Services Rights and Obligations. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality

of your information, our complaint handling procedures, bank cheques, and the advisability of you reading the terms and conditions applying to our banking services.

## **1.4 Acceptance**

The first use of an access method after receiving these Conditions of Use will constitute your agreement to the Conditions of Use in respect of the Service which is accessed.

## **1.5 Fees and charges**

For fees and charges applicable to the issue or use of an access method, please refer to the BWA Cash Management Trust Product Disclosure Statement and Bankwest's document 'Your Guide to Banking Fees' or contact our Client Services Team on 1300 663 117.

We will debit your nominated accounts with any fees and charges incurred in the issue or use of an access method and with all duties, taxes and charges which governments may impose on us or you due to electronic transactions on your nominated accounts or to the provision of any of the Services. These government duties may include state debit tax.

You are responsible for any fees or charges imposed by a telecommunications provider/carrier for accessing Phone Banking or Bankwest Online Banking, including call costs and costs for accessing the internet where you access Bankwest Online Banking using a mobile device, whether Bankwest Online Banking is accessed from Australia or overseas. You should refer to your telecommunications provider/carrier for full details about the fees and charges associated with accessing and downloading information from the internet.

## **1.6 Changes to these Conditions of Use**

### **Changes by Bankwest**

We can change any of these Conditions of Use at any time. Circumstances where we may make changes to the terms and conditions include, but are not limited to, those where there are:

- changes to the cost of providing the account or services to you
- changes in legal or other regulatory requirements affecting us
- changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may end your use of a Service or contact us to close the account.

We will give you at least 20 days (or such a longer period required by law) written notice of a change which:

- imposes or increases charges relating solely to the use of an access method or the issue of an additional or replacement access method

- Increases your liability for losses relating to EFT transactions, or
- Imposes, removes or adjusts a daily or other periodic transaction limit applying to the use of an access method, a nominated account or electronic equipment.

Subject to any applicable legislation, we shall notify you of other changes no later than the day that the change takes effect by:

- A notice on or with your nominated account statement
- Publishing a press advertisement, or
- Notices on EFT terminals or in Bankwest-branded Customer Service Centres.

The above applies except where an immediate change is necessary to restore or maintain the security of the EFT System or a nominated account.

### **1.7 Changes in your personal details**

You must inform us immediately of any change in your name and address. You can do this by contacting our Client Services Team on 1300 663 117 or writing to us at BWA Managed Investments, GPO Box 2515, Perth WA 6001.

### **1.8 Electronic communications with you**

Where applicable to your nominated account and access method, you may agree that we may satisfy any requirement under these Conditions of Use or under any law or applicable code of conduct to provide users with information by:

- a electronic communication to a user's electronic equipment
- b electronic communication to an electronic address nominated by the user, or
- c making the information available at our electronic address for retrieval by a user (after notifying the user by electronic communication that the information is available for retrieval, of the nature of the information, and providing the user with the ability to retrieve the information by electronic communication). Should you so agree, you may at any time by notice to us terminate your agreement to receive information by electronic communication or change your electronic equipment or electronic address. Should we provide you with information by an electronic method outlined in this clause, the information will be deemed to have been provided to you when the electronic communication enters the first information system outside Bankwest (eg your or your internet services provider's information system).

## 1.9 Contact

You can contact us by:

- phoning our Client Services Team on 1300 663 117. We may ask you to confirm information in writing to BWA Managed Investments, GPO Box 2515, Perth WA 6001, or
- sending a message to us using the secured e-mail facility available within Bankwest Online Banking. We may write to you at an address currently recorded on our system, or in accordance with clause 1.8.

## 1.10 Privacy

- a We may collect personal information about you or a user for the purposes of providing our products and services and may use and disclose that information in accordance with our Privacy Policy.
- b We may disclose personal and transactional information to others in order to execute instructions given to us (including use of the BPAY scheme), or in order to investigate a Mistaken Internet Payment, including:
  - i any party nominated to receive a payment
  - ii BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Ltd who provides the electronic systems to implement the BPAY scheme
  - iii any party we may use in sending SMS Code to you,
  - iv agents and contractors we may use in providing any of our Services; and
  - v a Receiving ADI or unintended recipient in relation to a Mistaken Internet Payment.
- c Users may have access to the personal information we hold about them at any time by asking us.
- d You can request access to information held by BPAY Pty Ltd or its agent Cardlink Services Ltd using the contact details supplied in clause 1.1. For more details of how we handle your personal information, please refer to our Privacy Policy, available from our website (bankwest.com.au) or (bwami.com.au), or by contacting our Client Services Team on 1300 663 117.

## 1.11 Severance

If any part or provision of the Conditions of Use is or becomes void or unenforceable under any applicable statute in any State or Territory then as to that State or Territory that part or provision will be removed from the Conditions of Use. Removal of any part or provision will not affect the remaining provisions in that State or Territory or affect the validity or enforceability of that part or provision in any other State or Territory.

## 1.12 Your Security Setting

Your Security Setting provides additional security where you engage in transactions that we consider can carry a higher risk. It assists in protecting your transactions in such circumstances.

Unless exempted by us in accordance with these Conditions of Use, all users must be registered for SMS Code Security when required by us. All users must notify us of their current mobile phone number and inform us of any change in their mobile phone number by contacting us in accordance with clause 1.9.

If you are registered for SMS Code Security, you need to ensure your mobile phone will be able to receive SMS Code.

Unless exempted by us in accordance with these Conditions of Use, all users of Bankwest Online Banking must be registered for SMS Code Security and Secret Questions Security when required by us.

We will notify you once you are registered with a Security Setting.

If you have difficulty receiving SMS Code from time to time (eg you are going overseas), contact us to apply for an exemption and we may change your Security Setting for an appropriate period approved by us. Any change we make to your SMS Code Security will apply to you conducting Secured transactions using your card and also transactions in Bankwest Online Banking.

If you have an exemption from SMS Code Security for any period of time, your ability to make payments to third parties in Bankwest Online Banking may be limited.

We may suspend your SMS Code Security if we have reason to believe that your online security is at risk, eg you entered the wrong SMS Code more than once. If we do, your access to Bankwest Online Banking for any functions normally requiring a SMS Code to be entered including payments to third parties may be suspended or limited and will not apply until we reactivate it. Call our Client Services Team on 1300 663 117.

## 1.13 Cancellation of access

**a** We may withdraw or deny access to the Service or cancel electronic access to your nominated account at any time without prior notice, in certain circumstances, including (but not limited to):

- Suspected fraudulent use
- To comply with anti-money laundering and counter terrorism financing laws
- Unsatisfactory account operation, or
- Non-compliance with these Conditions of Use.

- b** We may suspend or limit electronic access to your nominated account at any time without notice if:
- You have not complied with the requirements for your Security Setting, or
  - We consider a security issue has arisen which requires further investigation.
- c** You may end your use of a Service or cancel a user's electronic access to your nominated account at any time by calling our Client Services Team on 1300 663 117 or by writing to: BWA Managed Investments, GPO Box 2515, Perth WA 6001

When electronic access to your nominated account has been cancelled by you or us, you must (if relevant):

- Halt the use of any card or security token
- Ensure that all cards are returned to us cut in half diagonally or otherwise satisfy us that they have been destroyed, and
- Ensure that any security token is returned to us undamaged.

The Bank has an obligation under the Code of Banking Practice to act fairly and reasonably towards you in a consistent and ethical manner.

## **1.14 Statements**

Statements of account for nominated accounts will be sent as frequently as required by the terms and conditions applying to the nominated account, by law or as you have requested. In any event, statements of account for nominated accounts will be sent at least every six months, if there has been a transaction during that period.

You may also request a statement at any time.

You should check all entries on statements for nominated accounts and tell us promptly of any error or possible unauthorised transaction.

You may elect to receive statements of account electronically, in accordance with clause 1.8.

## **Part 2 – Debit Cards Conditions of Use**

### **2.1 About these Conditions**

Part 2 (together with Parts, 1, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of a card and PIN at EFT terminals to access your nominated accounts.

## **2.2 All cards remain Bankwest Property**

All cards remain Bankwest's property at all times.

You agree to return all cards to us:

- On request by us
- When you close your nominated account, or
- When electronic access to your nominated account has been cancelled in accordance with clause 1.13.

## **2.3 Use of the Debit Card**

The card is valid only for the period (if any) indicated on it. The card must be signed as soon as it is received.

The card must be destroyed by cutting it in half diagonally when it has expired or otherwise ceased to be valid.

## **2.4 Types of transactions that can be made**

The following transactions can be performed by using the card and PIN to access your nominated account:

- Withdrawals
- Purchases
- Transfers
- Deposits
- Obtain the balance on your nominated account
- Request a statement, and
- Request a cheque book.

Not all types of transactions apply to all nominated accounts. It may not be possible to use all EFT terminals to carry out applicable transactions on nominated accounts.

For further information, please contact our Client Services Team on 1300 663 117.

## **2.5 Where the card and PIN can be used**

Users can use the card and PIN

- At any ATM or EFTPOS in Australia
- At selected agents, or
- Over the counter at a Bankwest-branded Customer Service Centre.

## **2.6 Daily transaction limits**

### **a At ATMs**

The minimum amount users can withdraw each day from Bankwest-branded ATMS is \$20 or \$50 (depending on the ATM). A maximum daily transaction limit also applies. Users will be advised of this limit when their card is issued. The minimum and maximum cash withdrawal limits applying to non-Bankwest-branded ATMs may vary.



**b** Over the counter

Users can withdraw cash from their nominated account at any Bankwest-branded Customer Service Centre up to the available balance.

**c** Bankwest agents and EFTPOS terminals

The maximum aggregate amount that can be withdrawn daily from our agents that provide withdrawal services and when making purchases from EFTPOS merchants, using a card and PIN is the maximum daily transaction limit.

Merchants, our agents, non-Bankwest-branded outlets, and other financial institutions may have additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **2.7 Depositing funds using the card and PIN**

You can deposit funds to your nominated account at Bankwest-branded Customer Service Centres, selected Bankwest agents and at any Bankwest-branded ATMs with deposit capability. There are limits on the amount of cash you can deposit at our agents. If a cheque is deposited to the account, the amount of the cheque will be credited on the business day it is received by us but it will not be available to you until it has cleared.

All deposits made at Bankwest-branded ATMs are checked by us. If the amount appearing on the transaction record differs from the amount actually received by us, we will credit your nominated account with the amount actually received and notify you as soon as possible.

You must not include coins in payment envelopes at Bankwest-branded ATMs. We accept responsibility for the security of deposits received at Bankwest-branded ATMs subject to checking of the amount deposited. The amount checked by us is evidence of the amount actually received unless the contrary is established.

There is no facility for payments to be made to nominated accounts using the card and PIN whilst overseas. If you wish to make automatic payments or payments in advance, please contact our Client Services Team on 1300 663 117 for further information.

## **2.8 Transactions needing authorisation**

Transactions on your nominated account may need to be authorised by us. We may decline to authorise a transaction if:

- There are insufficient funds in your nominated account, or
- There is good reason to do so (including security reasons).

1 Including the B<sub>PAY</sub> scheme.

## **2.9 Transactions at EFT terminals**

When a user makes an EFT transaction at an EFT terminal using the card and PIN you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions. All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to your nominated accounts on the day they are made. Processing may take a number of days. We will process transactions to your nominated accounts as soon as practicable after receipt.

Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account via EFT terminal, becomes our property when we present the cheque or other document for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain all rights against the drawer and any endorser of any dishonoured cheque.

**You should observe the guidelines set out in Part 6 of these Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.**

## **2.10 Use of a card at merchants, financial institutions or Bankwest agents**

To the extent permitted by law and the ePayments Code we do not accept responsibility for the actions of a merchant, financial institution or Bankwest agent who:

- Refuses to honour a card, or
- Imposes limits or conditions on use of a card.

Card promotional material and material promoting EFTPOS displayed on premises of merchants, financial institutions and Bankwest agents is not a warranty by us that the card and EFTPOS facilities are available or that goods and services may be purchased using the card.

Unless required by law we will not be liable for goods or services supplied using a card. Users must take up any complaints or concerns directly with the merchant, and any refund is a matter between the user and the merchant.

We have no control over and take no responsibility for the hours a merchant, financial institution or Bankwest agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or Bankwest agent.

## **Part 3 – Phone Banking and Bankwest Online Banking Conditions of Use**

### **3.1 About these conditions**

Part 3 (together with Parts 1, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of Phone Banking<sup>1</sup> and Bankwest Online Banking<sup>1</sup> to access your nominated accounts.

### **3.2 What is Phone Banking?**

Phone Banking is a service provided by us which enables a user to make enquiries and effect transactions on nominated accounts using a PAN and secure code and tone telephone or mobile phone.

Users must not use an analogue mobile phone as the tone message may be scanned and the PAN and secure code may be disclosed.

### **3.3 What can you do using Bankwest Phone Banking service?**

Users can:

- Obtain the balance of a nominated account
- Transfer funds between nominated accounts
- Make bill payments and receive or access bills electronically through the BPAY scheme
- Postdate funds transfers and bill payments up to 90 days in advance
- Make payments to a nominated credit card account
- Enquire on transactions on a nominated account
- Order a statement on a nominated account
- Order a cheque book
- Order a statement of interest for taxation purposes, and
- Change a secure code.

### **3.4 How to use Bankwest Phone Banking service**

To be able to use Phone Banking a user must have received a PAN and secure code from us.

We will advise the PAN and secure code separately.

To use Phone Banking users must:

- a Call Phone Banking on 13 27 28 for the cost of a local call Australia wide; calls from mobile phones and calls made from overseas are charged at the applicable rate
- b Enter their PAN using the telephone keypad
- c Enter their secure code using the telephone keypad, and
- d Follow the instructions given.

### **3.5 What is Bankwest Online Banking?**

Bankwest Online Banking is a service provided by us which enables a user to make enquiries and effect transactions over the internet on their nominated account using a PAN and secure code on a computer or mobile device with Internet Access and approved Internet browser software.

### **3.6 What can be done using Bankwest Online Banking service?**

Users can:

- Obtain the balance of a nominated account
- Transfer funds between nominated accounts
- Make bill payments and receive or access bills electronically through the BPAY scheme
- Make payments using Pay AnyBody
- Enquire on transactions on a nominated account, and
- Perform a range of administrative functions.
- Make international transfers in overseas currency.

We provide a version of Bankwest Online Banking that has been customised for mobile devices. Not all of the functions set out in this clause 3.6 will be available when accessing Bankwest Online Banking using a mobile device, and other functions may operate with a reduced level of functionality.

### **3.7 How to use Bankwest's Online Banking service**

To access Bankwest Online Banking, a user must have a PAN and a secure code. The PAN will be provided separately from any secure code or security token we provide, and upon their receipt users should visit Bankwest's website at [bankwest.com.au](http://bankwest.com.au) to get further information and to log on to Bankwest Online Banking.

Users without a security token logging on to Bankwest Online Banking for the first time or any other time we require will be required to change their issued secure code to an alphanumeric code of 8-16 characters and in the form required by us as described in Bankwest Online Banking from time to time. Users with a security token logging on for the first time will be required to choose a token PIN.

Where you are registered with SMS Code Security, you must enter your current SMS Code when requested for conducting certain transactions in Bankwest Online Banking.

Where you are registered with Secret Questions Security, you must correctly answer Secret Questions when requested to perform certain transactions or use certain functions in Bankwest Online Banking.

However, SMS Code Security and Secret Questions Security are not available when you conduct transactions or perform functions in Bankwest Online Banking through the

version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6.

### **3.8 Internet security and privacy**

Users of Bankwest Online Banking should take all reasonable steps to protect the security of their computer hardware and software. For instance, users should ensure their computer is free of viruses and should not leave their computer unattended while logged on to Bankwest Online Banking.

These steps will not determine your liability for unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 7 of these Conditions of use and the ePayments Code.

### **3.9 Access & restriction of access to services**

Access to our Phone Banking and/or Bankwest Online Banking services may not be available from some States, Territories or Western Australia country telephone exchanges or, for Bankwest Online Banking, from overseas. You should refer to your telecommunications provider/carrier for information about whether a mobile device will be able to use the relevant overseas network and access Bankwest Online Banking overseas.

You may not be able to access Bankwest Online Banking from all computers or mobile devices due to hardware or software restrictions, connection limitations, the capacity of your internet service provider, availability of a connection via your telecommunications provider/carrier or for other reasons outside our control.

Bankwest will try (without any legal obligation) to provide Bankwest Phone Banking and Bankwest Online Banking services on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the quality of telephone lines, the type of telephone or telephone exchange.

If Bankwest's Phone Banking and/or Bankwest Online Banking service cannot be accessed at any time, please advise our Client Services Team on 1300 663 117 to enable us to investigate the reason.

Should Phone Banking or Bankwest Online Banking not be available users should ensure they have adequate contingency plans in place to effect transactions and obtain account information.

Subject to clause 7.7, we are not responsible for:

- The inability of any computer or mobile device to access or use Bankwest Online Banking. You are responsible for compatibility of any computer or mobile device with Bankwest Online Banking

- The unavailability of Bankwest Online Banking as a result of the failure of any telecommunications connection used in connection with a computer or mobile device, or
- Any loss or damage to any computer or mobile device as a result of the use or attempted use of Bankwest Online Banking.

Transactions (except B<sub>PAY</sub>, Pay Anybody and international transfers) which are made on a business day up to 6.00 pm WST should be processed that day. Transactions (except B<sub>PAY</sub>, Pay Anybody and international transfers) which you make on a non-business day or after 6.00 pm WST on a business day should be processed on the next business day. However, payments to credit cards accounts will not be available until the day after the next business day.

### **3.10 Nominated accounts**

You may nominate a maximum of 12 accounts per PAN (including passbook accounts) as nominated accounts.

You must be authorised to operate each nominated account alone (ie own account, or joint account which you are authorised to operate alone).

### **3.11 B<sub>PAY</sub> payments**

- If there is any inconsistency between the provisions of clause 3.11 and the Account Access Conditions of Use, clause 3.11 prevails to the extent of that inconsistency.
- All bill payments that are made through Bankwest Phone Banking and Bankwest Online Banking services are processed through the B<sub>PAY</sub> scheme. Bills which may be paid through the scheme display the B<sub>PAY</sub> logo and Biller reference details. The bill will also record the type of accounts the biller will accept payment from (eg cheque, savings, or credit card).
- When you tell us to make a B<sub>PAY</sub> payment, you must give us the information specified in paragraph **e** below. We will then debit your nominated account with the amount of that B<sub>PAY</sub> payment.
- The maximum aggregate amount of B<sub>PAY</sub> payments you may instruct us to make on any business day depends on the Security Setting you have registered for in Bankwest Online Banking:
  - SMS Code Security \$50,000
  - Secret Questions Security \$5,000

Higher limits may be arranged by calling the Client Services Team on 1300 663 117. Approval is subject to our sole discretion.

Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6.

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the “payments and transfers” menu, then selecting “payment limits” or by calling our Customer Services Team on 1300 663 117.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

If you do not have a current Security Setting, the maximum aggregate amount of BPAY payments you may instruct us to make on any business day is \$5,000. The relevant aggregate amount above will be your daily BPAY limit.

- e** The following information must be given to us to make a BPAY payment:
  - i** The biller code
  - ii** The biller customer reference number
  - iii** The amount to pay
  - iv** A date if the payment is to be post-dated, and
  - v** The nominated account to be debited for the payment.
- f** We shall not be obliged to effect a BPAY payment instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in the account to be debited, or the BPAY payment will cause you to exceed your daily BPAY payment limit.
- g** If there is any inconsistency between the Conditions of Use applying to the nominated account to be debited and these BPAY Conditions of Use, the BPAY Conditions of Use will apply to the extent of that inconsistency.
- h** Except for postdated payments, (clause 3.11(n)), we will not accept an order to stop a BPAY payment once we have been instructed to make the BPAY payment.
- i** Our payment cut-off time for a BPAY payment is 4.00pm WST.
- j** Generally, a BPAY payment will be treated as received by the biller to whom it is directed:
  - On the date we are told to make that BPAY payment, if we receive the instruction before our payment cut-off time on a business day, or
  - On the next business day, if we receive the instruction after our payment cut-off time on a business day, or on a non-business day.
- k** A delay may occur in processing a BPAY payment where:
  - there is a public or bank holiday on the day after we are told to make a BPAY payment, or

- a biller, or another financial institution participating in the B<sub>PAY</sub> scheme, does not comply with its obligations under the B<sub>PAY</sub> scheme.

While it is expected that any such delay will not continue for more than one business day it may continue for a longer period.

- l** Users must be careful to tell us the correct amount to be paid to a biller. If the amount we were instructed to pay was greater than the amount you intended to pay, you must contact the biller to obtain a refund of the excess. If the amount we were instructed to pay was less than the amount needed to be paid, another B<sub>PAY</sub> payment should be made for the difference between the amount actually paid to a biller and the amount needed to be paid.
- m** If we are advised that a B<sub>PAY</sub> payment cannot be processed by a biller, We will:
  - i** advise you of this
  - ii** credit your account with the amount of the B<sub>PAY</sub> payment, and
  - iii** take all reasonable steps to assist in making the B<sub>PAY</sub> payment as quickly as possible.
- n** Post-dated B<sub>PAY</sub> payments
  - i** A B<sub>PAY</sub> payment may be requested for a date in the future, however, we will only make the B<sub>PAY</sub> payment if sufficient cleared funds are available in the nominated account from which the B<sub>PAY</sub> payment is to be made by 11.30 pm WST on the business day prior to the scheduled B<sub>PAY</sub> payment date and the B<sub>PAY</sub> payment will not cause you to exceed your daily B<sub>PAY</sub> payment limit on the date stipulated for the payment to be made. If the date stipulated is not a business day, we will make the B<sub>PAY</sub> payment on the next business day. In the event that there are insufficient cleared funds or your daily B<sub>PAY</sub> limit is exceeded, it will be necessary to re-submit the B<sub>PAY</sub> payment instruction.
  - ii** A future-dated B<sub>PAY</sub> payment instruction may be altered or cancelled before its stipulated date for payment provided the instruction to alter or cancel the payment is given before the payment cut-off time the business day immediately prior to the stipulated date.
  - o** We may charge a fee to correct errors on your nominated accounts due to incorrect B<sub>PAY</sub> instructions.
  - p** You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.



- q** You should check your nominated accounts carefully and promptly report to us, as soon as you become aware of them, any B<sub>PAY</sub> payments that you think are errors or are B<sub>PAY</sub> payments that you did not authorise. (Note: the longer the delay between the date of your B<sub>PAY</sub> payment and when you tell us of the error, the more difficult it may be to correct the error).

For example, we or your biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

- r** Your liability for unauthorised and fraudulent B<sub>PAY</sub> payments will be determined in accordance with Part 7,

- s** Liability for mistaken payments

If a B<sub>PAY</sub> payment is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you are responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 business days of us attempting to do so, you must pay us that amount.

- t** Biller consent

If you tell us that a B<sub>PAY</sub> payment made from your account is unauthorised, you must give us your written consent addressed to the biller who received that B<sub>PAY</sub> payment, consenting to us obtaining from the biller information about your account with that biller or the B<sub>PAY</sub> payment, including your customer reference number and such information as we reasonably require to investigate the B<sub>PAY</sub> payment. If you do not give that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that B<sub>PAY</sub> payment.

- u** Consequential damage and indemnity

Subject to Part 7 of the Conditions of Use and the ePayments Code:

- i** We are not liable for any consequential loss or damage you may suffer as a result of using the B<sub>PAY</sub> scheme, other than due to any loss or damage you suffer due to our negligence, or in relation to any breach of a condition or warranty implied by law under consumer protection legislation 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; and

- ii You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
  - Did not observe any of your obligations under; or
  - Acted negligently or fraudulently in connection with these BPAY Conditions of Use.

### **3.12 BPAY View**

- a You may use BPAY View to receive or access bills electronically from participating billers nominated by you. You can access a bill by accessing Bankwest Online Banking.
- b You need to register in order to use BPAY View. Contact our Client Services Team on 1300 663 117 to find out how to register, or register online via Bankwest Online Banking.
- c If you register with BPAY View, you:
  - i Agree to our disclosing to billers nominated by you:
    - Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so), and
    - That an event in paragraph (d), (ii), (iii), (iv), (v) or (vi) has occurred.
  - ii Agree to us or a biller (as appropriate) collecting data about whether you access your emails, the Bankwest Online Banking website and any link to a bill or statement;
  - iii Agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purpose of this clause we are the agent for each Biller nominated by you under (i) above.
- d You may receive paper bills and statements from a biller instead of electronic bills and statements:
  - i 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)
  - ii If you or a biller de-register from BPAY View
  - iii If we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement
  - iv If your email address is incorrect or cannot be found and your email is returned to us undelivered

- v If we are aware that you are unable to access your email or Bankwest Online Banking or a link to a bill or statement for any reason, or
  - vi If any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller.
- e You agree that when using BPAY View:
- i If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - When we receive confirmation that your server has received the email notification, whether or not you choose to access your email, and
    - At the email address nominated by you.
  - ii If you receive notification via Bankwest Online Banking without an email then that bill or statement is received by you:
    - When a notification is posted on Bankwest Online Banking, whether or not you choose to access Bankwest Online Banking, and
    - Via Bankwest Online Banking.
  - iii Bills and statements delivered to you remain accessible through Bankwest Online Banking for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not
  - iv You will contact the biller directly if you have any queries in relation to bills or statements.
- f you must:
- i Check your emails or log onto Bankwest Online Banking at least weekly
  - ii Tell us if your contact details (including email address) change
  - iii Tell us if you are unable to access your email or log onto Bankwest Online Banking or a link to a bill or a statement for any reason, and
  - iv Ensure your mailbox can receive email notifications (eg it has sufficient storage space available).
- g BPAY View billing errors
- i For the purposes of this paragraph **g** a BPAY View billing error means any of the following:  
If you have successfully registered with BPAY View:
    - Failure to give you a bill (other than because you failed to view an available bill
    - Failure to give you a bill on time (other than because you failed to view an available bill on time)

- Giving a bill to the wrong person
- Giving a bill with incorrect details

If your BPAY View deregistration has failed for any reason:

- Giving you a bill if you have unsuccessfully attempted to de-register from BPAY View.
- ii You agree that 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; and
  - The party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.
- iii You agree that for the purposes of this paragraph **g**, you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

### **3.13 International Transfers**

If there is any inconsistency between the provisions of clause 3.13 and the remainder of the Account Access Conditions of Use, clause 3.13 prevails to the extent of that inconsistency.

When you tell us to make an international transfer, you:

- i must give us the information specified in this clause 3.13 or that we otherwise request
- ii confirm that all details you have provided in connection with the transfer are true and correct, and
- iii authorise us to debit the account that the payment is being made from with the total payment and the fees and charges specified in these terms and conditions.

For Bankwest Online Banking, the initial maximum aggregate amount of international transfers you may instruct us to make on any business day is zero. Higher limits may be arranged online after registering for SMS Code Security or Secret Questions Security. Higher limits may also be arranged by calling our Customer Services Team on 1300 663 117.

Approval is subject to our sole discretion. Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6. Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the 'payments and transfers' menu, then selecting

'payment limits' or by calling our Customer Services Team on 1300 663 117. Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

For Online Business Banking, the Daily Payment Limit applies. You can instruct us to make multiple International transfers on any business day up to your Daily Payment Limit. However, the initial monetary limit for each International transfer Instruction you can ask us to make on any business day is the equivalent of \$100,000.00 AUD, unless your Daily Payment Limit is lower than \$100,000.00 AUD, in which case that lower limit will apply. Each International transfer will incur a fee. Different limits may apply for Online Business Banking transactions requested using devices referred to in clause 3.1. of the Bankwest Online Business Banking Product Disclosure Statement. To arrange a different Daily Payment Limit or for more information, please contact our Customer Services Team on 1300 663 117. In the absence of any arrangements between you and Bankwest, you can only give an Instruction for an international transfer up to the available balance of your selected Nominated Account. The aggregation of any available balances of other Nominated Accounts is not possible in determining the available balance for the selected Nominated Account. If an international transfer made in accordance with an Instruction overdraws a Nominated Account you must immediately repay the amount overdrawn.

The following information must be given to us to make an international transfer and foreign exchange transaction:

- i** the destination country for your payment
- ii** the account details of the account that you want to make the payment from – BSB, account number
- iii** the account details of the account that you want to make the payment to – recipient's full name, residential address, BSB/sort code/ABA or routing number/bank or branch code, swift code/BIC code, account number
- iv** for international transfers – currency and amount, reason for transfer and statement messages.

We shall not be obliged to effect a payment instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in the account to be debited, there is a technical failure which prevents us from processing the international transfer, a hold has been placed on the account from which the international transfer is to be sourced, the payment will cause you to exceed your daily international transfer payment limit, or in the case of Online Business Banking, a qualified Master User has not authorised the international transfer.

Once an international transfer Instruction has been given, it may not be possible to recall the international transfer or

prevent it from being made. If you want to amend or recall a payment you have requested, please contact our Customer Services Team on 1300 663 117.

However, if we have already processed your payment request, the payment cannot be recalled unless the law of the destination country permits this and the beneficiary first authorises their financial institution to facilitate the recall.

Please note Bankwest fees and beneficiary Bank fees will apply to make amendments, send a trace or to recall a payment whether or not we are able to amend, trace, recall, prevent or recover the international transfer. To the extent permitted by law, we will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from:

- i delays in Bankwest or any other institution making the payment
- ii any act or omission of any other institution, or
- iii Bankwest acting on these instructions.

Bankwest's maximum liability to you in relation to an International transfer, including for any negligent act or omission of Bankwest, is the Australian dollar amount of the international transfer. In calculating the Australian dollar amount, we will use our currency conversion rates which we applied on the date on which we processed your international transfer instruction.

We may use other financial institutions to make the payment to the beneficiary. We may receive a commission from the other institutions.

We will complete a currency conversion prior to sending your payment in overseas currency. The receiving beneficiary financial institution and any intermediary institution, may also complete a currency conversion. The conversion of the funds to a local or other currency at their country of destination is subject to the banking systems of the countries or other institutions through which the payment is made and is therefore beyond our control.

Where the beneficiary account overseas is held in Australian currency, you agree that the beneficiary financial institution may re-convert to AUD at the prevailing currency exchange rate at the time of receipt. If that happens, the beneficiary may receive less than the amount that you requested us originally to send.

The time taken for a payment to reach the beneficiary account depends on the banking systems of the countries or other institutions through which the payment is made and it depends on the provision of correct and complete beneficiary information. A payment sent overseas to a major financial centre or to a destination in North America, the United Kingdom or Western Europe will normally be received by the beneficiary within one week. Other overseas destinations may take much longer, and this timing is beyond our control.

Other institutions (including intermediary banks and the beneficiary's bank) may charge a fee for handling the international transfer or for making the payment to the beneficiary. If other institutions charge a fee, they will deduct their fee from the payment (so the beneficiary will receive a lesser amount than your original request to us to remit). The amount of any fees imposed by other institutions is beyond our control and subject to the rates set by those other institutions (which may vary between countries).

The payment will be made to the beneficiary account number you provide in Bankwest Online Banking or Online Business Banking. The receiving institution may not check that the beneficiary's name you provide matches the beneficiary account number you provide.

It is therefore essential that you check that the beneficiary account number you provide is correct and is in the correct format. Neither Bankwest nor any other institution is liable for any loss resulting from errors in the beneficiary account number you provide or the beneficiary account number being provided in the incorrect format. You acknowledge that overseas financial institutions may not have the same protocols as Australian financial institutions for resolving mistaken payments, meaning that if you make a mistake inputting account details, there is a higher risk that the mistaken payment may not be recovered.

If beneficiary details are provided in an incorrect format, this may cause an overseas financial institution to credit the international transfer to an account you do not intend.

We may delay, block, freeze or refuse to make a payment where we have reasonable grounds to believe that making the payment may breach Australian law or the law of any other country. You will provide any additional information we reasonably require to comply with Australian law or the law of any other country. In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:

- i complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations, and
- ii fighting crime and terrorism, including disclosure to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred overseas to countries that are not subject to privacy obligations equivalent to those which apply within Australia. You agree to the processing and transfer of your personal information in this way and confirm you are authorised to instruct us to process and transfer personal information relating to any other individuals that you provide.

To the extent permitted by relevant legislation you agree to keep Bankwest indemnified against any claims that may be made against Bankwest by reason of us having acted on your instruction to make an International transfer.

### **3.14 Limits**

At our discretion we may impose and/or vary minimum and/or maximum limits on the amounts which you may transfer from your nominated accounts using our Phone Banking and/or Bankwest Online Banking services. Current information on these limits can be accessed logging into Bankwest Online Banking and selecting the 'Payments and Transfers' menu, then selecting 'Payment and Limits' or by calling our Client Services Team on 1300 663 117.

### **3.15 Other matters**

We shall issue a receipt number for each funds transfer or B<sub>PAY</sub> payment instruction received via Phone Banking or Bankwest Online Banking. When we have instructions for more than one transfer or B<sub>PAY</sub> payment from a nominated account we may determine the order of priority in which the transfers or payments are made. You must ensure that your account from which a transfer or B<sub>PAY</sub> payment is to be made has sufficient available funds to enable the transaction to be performed by us.

If a funds transfer or B<sub>PAY</sub> payment is scheduled for a future stipulated date, it will only be effected on that date by us if sufficient cleared funds are available in your nominated account by 11.30pm WST on the business day prior to the scheduled transfer date and the funds transfer or B<sub>PAY</sub> payment will not cause you to exceed any limit we impose in accordance with clause 3.12 or your daily B<sub>PAY</sub> payment limit, as relevant. We do not guarantee to give effect to any payment instruction received via Phone Banking or Bankwest Online Banking. We may delay and/or refuse to give effect to any Phone Banking or Bankwest Online Phone Banking instruction without notifying you. Instructions will not be processed:

- When the Conditions of Use of the nominated account prohibit the payment(s)
- When the nominated account has insufficient available funds to cover the intended payment(s), or
- When the B<sub>PAY</sub> payment will cause you to exceed your daily B<sub>PAY</sub> payment limit.

### **3.16 Authorised Users**

If you (whether an individual, company, partnership or unincorporated association) have authorised a signatory to operate a nominated account, that signatory may, if you request it and we agree) have Phone Banking and/or



Bankwest Online Banking access to that nominated account with that person's own PAN and secure code.

The relevant provisions of these Conditions of Use apply to the authorised user's access to the nominated account and you will be liable for all transactions made by the authorised user until that user's authority is cancelled.

## **Part 4 – Pay AnyBody Conditions of Use**

### **4.1 About these conditions**

Part 4 (together with 1, 3, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of the Bankwest Online Banking Pay AnyBody Service (Pay AnyBody). The Pay AnyBody Conditions of Use operate in conjunction with the Conditions of Use applicable to Bankwest Online Banking (see Part 3 above) and to your nominated accounts accessed using these services. The Pay AnyBody Conditions of Use prevail to the extent of any inconsistency.

### **4.2 What is Pay AnyBody?**

Pay AnyBody is a service available via Bankwest Online Banking which allows a user to transfer funds from a nominated Bankwest-branded account to:

- Another person's account held with us, or
- Another person's account or another account held by you with another financial institution (except non-Bankwest-branded credit card accounts)
- By using the BSB number, account number and account name for the other person's account.

### **4.3 Daily Pay AnyBody payment limit**

The maximum aggregate amount of Pay AnyBody transfers you may instruct us to make on any business day is your daily Pay AnyBody payment limit. This limit may be selected by you but depends on the Security Setting you have registered in Bankwest's Online Banking:

- SMS Code Security: \$50,000
- Secret Questions Security: \$5,000
- Higher limits may be arranged by calling the Client Services Team on 1300 663 117. Approval is subject to our sole discretion.
- Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting "payments and transfers", then selecting "payment limits" or by calling our Client Services Team on 1300 663 117.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

#### **4.4 Making a Pay AnyBody payment**

The following information must be given to us to make a Pay AnyBody transfer:

- i In respect of the account to which the funds are to be transferred:
  - The BSB number
  - The account number, and
  - The account name, and
- ii a description of the transaction.

We shall not be obliged to effect a Pay AnyBody transfer if the information is incomplete and/or inaccurate, there is a technical failure which prevents us from processing the transfer, there are insufficient cleared funds in the account from which the debit is to be made, or the transfer will cause you to exceed your daily Pay AnyBody payment limit.

#### **4.5 Post-dated Pay AnyBody transfers**

**a** A Pay AnyBody transfer may be requested for a date up to 90 days into the future, however we will only make the Pay AnyBody transfer if sufficient cleared funds are available in the nominated account from which the transfer is to be made by 11.30pm WST on the business day prior to the scheduled Pay AnyBody transfer date and the transfer will not cause you to exceed your daily Pay AnyBody payment limit on the date stipulated for the transfer to be made.

If the date stipulated is not a business day, we will make the Pay AnyBody transfer on the next business day.

**b** A future-dated Pay AnyBody transfer may be altered or cancelled before its stipulated date provided the instruction to alter or cancel the transfer is given before 11.30pm WST on the business day immediately prior to the stipulated date.

#### **4.6 Cancelling a Pay AnyBody transfer**

We are not obliged to cancel a Pay AnyBody transfer once we have accepted the instruction to make it. It may be possible in some cases to cancel an initiated Pay AnyBody transfer. A fee is payable for any such cancellation.

#### **4.7 Processing Pay AnyBody transfers**

**a** Our payment cut-off time for a Pay AnyBody transfer to be effected to another Bankwest-branded account on the same day is 3.00pm WST

- b** Generally, a Pay AnyBody transfer will be treated as received by another financial institution or in relation to a non-Bankwest-branded account
- On the date we are told to make that Pay AnyBody transfer, if we receive the instruction before 3.00pm WST on a business day, or
  - On the next business day, if we receive the instructions after 3.00pm WST on a business day, or on a non-business day.
- c** A delay may occur in processing a Pay AnyBody transfer where:
- We need to verify that the transaction is an authorised transaction
  - There is a public holiday on the day or the day we are told to make a Pay AnyBody transfer, or
  - Another financial institution participating in the Pay AnyBody transfer scheme does not comply with its obligations under that scheme.
- d** If we are advised that a Pay AnyBody transfer cannot be processed by another financial institution, we will:
- Advise you of this
  - Credit your account with the amount of the Pay AnyBody transfer, and
  - Take all reasonable steps to assist in making the Pay AnyBody transfer as quickly as possible.

#### **4.8 Liability for unauthorised transactions and fraud**

Your liability for unauthorised and fraudulent transactions will be determined in accordance with Part 7.

#### **4.9 If we make the wrong payment**

If a Pay AnyBody transfer is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us, and your account was debited for the amount of that payment, we will credit that amount to your account.

#### **4.10 Mistakes as to the amount of a Pay AnyBody transfer**

Users must be careful to tell us the correct amount to be transferred. If the amount we were instructed to transfer was greater than the amount intended you must contact the other person or their financial institution to obtain a refund of the excess. If the amount we were instructed to transfer was less than the amount needed to be paid to another Pay Anybody transfer should be made for the difference between the amount actually paid and the amount intended to be paid.

## **4.11 Mistakes as to the account to which a Pay AnyBody payment is made**

- a** Under the ePayments Code, there are certain processes regarding Mistaken Internet Payments that we and many other ADIs have adopted. They do not apply to transactions where the Pay Anybody service used is a service designed primarily for use by a business and established primarily for business purposes. These processes (which we agree to follow) are set out below. We will not otherwise have liability to you for Mistaken Internet Payments under this clause.
- b** Overview
- i** You must report a Mistaken Internet Payment as soon as possible. For how to report a Mistaken Internet Payment, see clause 4.11(c).
  - ii** We will acknowledge each report you make and investigate whether a Mistaken Internet Payment has been made.
  - iii** If the relevant payment has been made to a Bankwest or CBA-branded Eligible Recipient Account, but we don't agree that it was a Mistaken Internet Payment, we may (but are not obliged to) ask the consent of the recipient to return the funds to you. If consent is given, we will return the funds to you as soon as practicable.
  - iv** If a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account held with us, we will return to you any funds we retrieve from the recipient. The process setting out how we retrieve Mistaken Internet Payments from the unintended recipient is set out in sub clause 4.11(d).
  - v** If a Mistaken Internet Payment has been made to an Eligible Recipient Account held with another ADI, we will return to you any funds the Receiving ADI provides to us as soon as practicable. The process setting out how we retrieve Mistaken Internet Payments from a Recipient ADI is set out below in sub-clause 4.11(e).
  - vi** Generally, we will return funds to you by crediting the account from which the Mistaken Internet Payment was made. If you no longer have an account with us, or if it is not practicable to credit returned funds to that account, we will return funds to you by some other means.
  - vii** You may not retrieve the full value of your payment if:
    - we or the Receiving ADI do not think that a Mistaken Internet Payment has occurred (including because the payment you made was not to an Eligible Recipient Account); or
    - we or the Receiving ADI do not retrieve the full value of a Mistaken Internet Payment from the unintended recipient.

**viii** In any case, we will inform you of the outcome of your report of a Mistaken Internet Payment within 30 business days of you making it.

**ix** If you are not satisfied with how your report has been handled (by us or the Receiving ADI) or the outcome of your report, you can lodge a complaint with us. See clause 8 regarding how to lodge a complaint and how we will handle that complaint.

**c** You may report a Mistaken Internet Payment by:

- telephoning our Customer Help Centre on 13 17 19;
- if you are overseas, telephoning us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).
- logging on to our website ([bankwest.com.au](http://bankwest.com.au)) and following the procedures it sets out for reporting a Mistaken Internet Payment;
- calling into any of our Customer Service Centres; or
- writing to us at the address shown on the nominated account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

In order for us to investigate the payment, you must complete a Mistaken Internet Payment form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by telephoning our Customer Help Centre on 13 17 19. We will contact you if we require further information, and you must supply this information within 10 business days.

**d** This sub clause 4.11(d) applies if we have determined that a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account.

**i** Despite paragraphs 4.11(d)(iii) and (iv) below, if the recipient is receiving income support payments from Centrelink, we will recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

**ii** If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, we will use reasonable endeavours to retrieve the funds from the recipient for return to you.

- iii If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:
  - If you have reported the Mistaken Internet Payment **within 10 business days** after the payment is made, we will return the funds to you. We will do this within 5 business days of determining that the payment is a Mistaken Internet Payment if practicable, although we may reasonably delay the payment up to a maximum of 10 business days.
  - If you have reported the Mistaken Internet Payment **between 10 business days and 7 months** after the payment is made, we will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, we will return the funds to you within 2 business days after the expiry of that period.
  - If you have reported the Mistaken Internet Payment **more than 7 months** after the payment is made and the recipient's account has sufficient credit funds, we will ask the recipient if they agree to the return of the funds to you. If they agree, we will return the funds to you as soon as practicable.
- e If we have determined that a Mistaken Internet Payment has been made to an Eligible Recipient Account that is not a Bankwest or CBA-branded account, we will follow the ePayments Code process to attempt to retrieve your funds. This process is set out below.
  - i We will send the Receiving ADI a request for the return of the funds. The Receiving ADI is required to acknowledge this request within 5 business days and let us know whether there are sufficient credit funds in the recipient's account to cover the payment.
  - ii Despite paragraphs 4.11(e)(iii)-(v) below, if the recipient is receiving income support payments from Centrelink, the Receiving ADI must recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
  - iii If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, and the Receiving ADI agrees that a Mistaken Internet Payment has been made, the Receiving ADI must use reasonable endeavours to retrieve the funds from the recipient for return to you.
  - iv If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:

- If you have reported the Mistaken Internet Payment within **10 business days** after the payment is made and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI is required to return the funds to us within 5 business days of receiving our request if practicable, although the Receiving ADI may reasonably delay the payment up to a maximum of 10 business days.
  - If you have reported the Mistaken Internet Payment between **10 business days and 7 months** after the payment is made, the Receiving ADI has 10 business days to investigate whether the payment is a Mistaken Internet Payment. If the Receiving ADI agrees that a Mistaken Internet Payment has occurred, it will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, the Receiving ADI must return the funds to us within 2 business days after the expiry of that period.
  - If you have reported the Mistaken Internet Payment **more than 7 months** after the payment is made, and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI must ask the recipient if they agree to the return of the funds.
- v If the Receiving ADI doesn't agree that a Mistaken Internet Payment has occurred, it may (but is not obliged to) ask the consent of the recipient to return the funds.
  - vi If the recipient agrees to the return of the funds, the Receiving ADI must return the funds to us.

## Part 5 – Regular Payments

### 5.1 About this part

This section provides you with information about Regular Payment Arrangements.

### 5.2 Maintain a record of any Regular Payment Arrangements

Cardholders are encouraged to maintain a record of any Regular Payment Arrangement they elect to enter into with a merchant.

## **5.3 Changing Regular Payment Arrangements**

To either change or cancel a Regular Payment Arrangement, you should contact the merchant at least 15 days prior to the next scheduled payment and if possible, you should retain a copy of the change/cancellation request made to the merchant.

Should your card number change, you must request the merchant change the details of the existing Regular Payment Arrangement to ensure it continues. If you fail to make this request, your Regular Payment Arrangement either may not be honoured by us, or the merchant may stop providing the goods and/or services.

Should you elect to close your Card account, or we close your Card account, you should contact the merchant to revise your Regular Payment Arrangement as the merchant may stop providing the goods and/or services.

## **Part 6 – Security of Access Methods**

### **6.1 Users must protect relevant access methods to prevent unauthorised access to nominated accounts**

Users must take care to ensure that access methods are not misused, lost or stolen and that secret codes do not become known to anyone else.

### **6.2 Guidelines**

This clause contains guidelines which should be followed by users to guard against unauthorised use of an access method. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from any unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 7 of these Conditions of Use and the ePayments Code.

#### **To protect the card**

- Sign the card as soon as it is received.
- Carry the card whenever possible.
- Always keep the card in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Never lend the card to anybody, or permit any other person to use the card or the card details.
- When the transaction is complete remember to take the card and transaction receipt.

#### **To protect the card details**

- Do not give or tell the card details to anyone.
- Use care to prevent anyone seeing the card details when entering them into electronic equipment.



## **To protect the secret code**

- Where the secret code is issued by us, memorise the secret code when it is received. Once memorised, destroy our notice of the secret code. If a user forgets the secret code, they may apply to us for it to be reissued.
- If given the option to select a secret code, users should not select a secret code which represents a name, date, telephone number, car registration or anything else that could be associated with them, or which has an easily retrievable combination (such as repeated numbers of letters).
- Never tell or show a secret code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- Do not record a secret code on the card and/or security token.
- Do not record the secret code on anything which is kept with or near the card or security token without making a reasonable attempt to disguise the secret code.
- Do not record the secret code on a computer or telephone or related articles without making a reasonable attempt to disguise the secret code or prevent unauthorised access to the record.
- Do not keep different access methods together, for example in a bag or wallet, in a car or in the same piece of furniture.
- Do not keep a record of a secret code with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Be ready to make the transaction when at electronic equipment.
- Be careful to prevent anyone else from seeing the secret code being entered at electronic equipment.
- Watch out for mirrors, security cameras or any means which enable other people to see the secret code being entered.
- Do not access Phone Banking or the Bankwest Online Banking website directly from a facility where the details you enter may be recorded by a third party, eg from a hotel telephone or a computer at an internet café.
- If a user suspects that someone else may know a secret code or that an unauthorised person is using a secret code, they should contact us immediately to request the issue of a new secret code.

## **We do not consider the following to be reasonable attempts to disguise a secret code:**

- Recording the disguised secret code on the card or security token.
- Reversing the sequence of the secret code.
- Describing the disguised record as a secret code record.
- Disguising the secret code as a telephone number where no other numbers are recorded.
- Disguising the secret code as a telephone number, postcode, amount or date with the secret code in its correct sequence within the number.
- Disguising the secret code using alphabetical characters ie A=1, B=2, C=3, or disguising the secret code in any other easily understood code.
- Recording the secret code as a series of numbers or letters with any of them marked to indicate the secret code.
- You must not use any other forms of disguise which are similarly unsuitable because another person can easily work out the secret code.

## **To protect the security token:**

- Carry the security token whenever possible.
- Always keep the security token in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Do not record account numbers, PANs or secret code details on the security token.
- Do not drop the security token or expose it to high heat, water or attempt to disassemble it.
- Do not keep the security token with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Do not lend the security token to anyone, or permit anyone to use the security token.

## **6.3 Reporting loss, theft or unauthorised use of a card, or security token, or breach of security of a secret code**

If a card or security token is lost, stolen or used without authorisation or a secret code becomes known to someone else, you or an authorised user must immediately tell us by telephoning our Customer Help Centre on the following number: 13 17 19 (24 hours).

If you are overseas, telephone us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request

to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).

When we are told, we will acknowledge receipt of the notification by giving the user a notification number. This should be kept as proof of the date and time of the report. If for any reason the Customer Help Centre telephone hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction which could have been prevented during this period if the telephone facility had been available, provided we are notified within a reasonable time of the Customer Help Centre telephone hotline becoming available again.

Please note that a Mistaken Internet Payment is not the same as an unauthorised transaction. For Mistaken Internet Payments, refer to clause 4.11.

## **Part 7 – Liability for Unauthorised Transactions**

### **7.1 Application of this Part**

This part deals with liability for transactions which are carried out without the knowledge and consent of a user.

### **7.2 Authorised transactions**

You are liable for all transactions carried out in respect of your nominated accounts with the knowledge and consent of a user.

### **7.3 When you are not liable for EFT transactions**

You will not be liable for losses in respect of a nominated account caused by an unauthorised EFT transaction.

- a** Resulting from unauthorised use of a card, security token or secret code which forms part of an access method, before the user has received the card, security token or secret code (as relevant)
- b** After we receive notification that a card or security token (as relevant) has been misused, lost, stolen, or the secret code has become known to someone else
- c** Relating to any component of an access method that is forged, faulty, expired or cancelled
- d** Caused by the fraudulent or negligent conduct of employees or agents of:
  - Us
  - Any organisation involved in the provision of the EFT system, or
  - Any merchant.
- e** where it is clear that the user has not contributed to the loss, or
- f** caused by the same transaction being incorrectly debited more than once to the same account.

## 7.4 When you are liable for EFT transactions

Where we prove on the balance of probabilities that the user has contributed to losses in respect of a nominated account resulting from an unauthorised EFT transaction by:

- The user's fraud
- (in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token) voluntarily disclosing the secret code to anyone, including a family member or friend
- (where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token), either:
  - i voluntarily disclosing the token PIN, or
  - ii showing the security token (or otherwise disclosing the token code to anyone, including a family member or friend, where this disclosure is more than 50% responsible for the losses when all contributing causes are assessed together;
- (in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token), indicating a secret code on the card, or keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card
- (where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token) indicating the token PIN on the security token, or keeping a record of the token PIN (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with the security token or liable to loss or theft simultaneously with the security token
- Where the access method comprises a secret code without a card or security token, keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles liable to be lost or stolen simultaneously
- When changing a secret code, selecting a secret code which represents the user's birth date or a recognisable part of the user's name, or
- Acting with extreme carelessness in failing to protect the security of all secret codes.

- Leaving a card in the ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card can be removed from the machine before the transaction can proceed).

You will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the card or security token, or breach of the security of the secret code; or by:

- Unreasonably delaying notifying us of the unauthorised use, theft or loss of the card or security token, or that the secret code has become known to someone else
- You will be liable for the losses which occur between when the user became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen card or security token) and when we were actually notified.

In all cases you will not be liable for:

- a That portion of the loss incurred on any one day which exceeds any applicable daily transaction limits
- b That portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period
- c That portion of the loss on a nominated account which exceeds the balance of that nominated account
- d Losses incurred on any accounts which you had not agreed with us could be accessed using the access method.

## **7.5 When your liability for EFT transactions is limited**

Where a secret code was required to perform the unauthorised EFT transaction and clause 7.4 does not apply, your liability for any loss in respect of a nominated account arising from an unauthorised EFT transaction, if the loss occurs before you notify us of the unauthorised use, loss or theft of the card or security token, or the secret code becoming known to someone else, is the lesser of:

- \$150
- The balance of your nominated account, or
- The actual loss at the time we are notified of the misuse, loss or theft of the card or security token, or the secret code becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or nominated account).

## **7.6 What is your liability for other unauthorised transactions?**

If, in cases not involving EFT transactions, a card is used without a user's authority, you are liable for the actual loss arising from the transaction at the time we are notified of the unauthorised use (except that portion of the loss incurred on any one day that exceeds any applicable daily transaction or other periodic transaction limit).

## **7.7 When the electronic banking system or EFT terminal breaks down**

In the event of a terminal malfunction or breakdown, manual procedures may be available by using the card and a signature authorisation procedure. Your liability for any transaction requiring signature authorisation will be determined in accordance with the Conditions of Use applying to your nominated account.

You will not be responsible for any loss you suffer because our system or our equipment accepted a user's instructions but failed to complete the transaction.

If our system or our equipment malfunctions and the user should have been aware that the system or equipment was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your nominated account and refunding any changes or fees imposed on you as a result.

Please advise us if an EFT terminal has a service fault or difficulty. This can be done by contacting our Client Services Team on 1300 663 117 or by visiting any of the Bankwest-branded Customer Service Centres during normal banking hours.

## **Part 8 – Procedures for handling errors and disputed transactions**

Clauses 8.1–8.5 do not apply to reports of Mistaken Internet Payments under the ePayments Code, which have a separate process set out in clause 4.10. For how to report a Mistaken Internet Payment, see clause 4.11(c). However, these clauses apply to a complaint you may have regarding how we or a Receiving ADI have handled a report of a Mistaken Internet Payment.

### **8.1 How to contact us**

If you believe a transaction is wrong or unauthorised or you think there is something wrong with an entry on a nominated account statement or you think we or a Receiving ADI have not complied with the ePayments Code you may tell us by:

- telephoning our Client Services Team on 1300 663 117 or Bankwest's Customer Help Center on 13 17 19

- logging on to our website (bankwest.com.au) and following the procedures it sets out for disputing a transaction or lodging a complaint;
- writing to us at GPO Box 2515, Perth WA 6001.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

If you are disputing a transaction, you must tell us immediately using one of the contact methods above and you must complete a Transaction Dispute Form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by telephoning our Customer Help Centre on 13 17 19. We will notify you of the name and contact number of the officer investigating your dispute. We will contact you if we require further information, and you must supply this information within 10 business days.

## **8.2 Our investigations**

If we are unable to resolve the matter immediately to your and our satisfaction we shall advise you in writing of our procedures for further investigation and handling of your complaint.

Within 21 days of receiving your complaint, we will advise you in writing of either:

- the outcome of our investigation; or
- the fact that we need more time to complete our investigation

We will complete our investigation within 45 days of receipt of your complaint, unless there are exceptional circumstances. In such circumstances, we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of our investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

## **8.3 Outcome**

On completion of the investigation we shall advise you in writing of the outcome of “our investigation” and the reasons for our decision with reference to the relevant provisions of these Conditions of Use and the ePayments Code.

If we decide that your nominated account has been incorrectly debited or credited we shall adjust your nominated account (including any interest and charges) and notify you in writing of the amount of the adjustment.

If we decide that you are liable for all or part of a disputed transaction, we will supply you with copies of any document or other evidence on which we base our findings, if these show that your nominated account has not been incorrectly charged or credited.

We will also advise you if there was any system or equipment malfunction at the time of the transaction.

## **8.4 If you are not satisfied with the result**

If you are not satisfied with our findings you may request a review by our senior management. When we advise you of our decision, we will also advise you of further action you may take in respect of your complaint if you are not satisfied with our decision. For instance, you may be able to refer the matter (free of charge) to:

The Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Phone: 1300 780 808

Fax: (03) 9613 6399

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

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

## **8.5 If we fail to comply with these procedures**

If we fail to observe the procedures set out in this clause or the ePayments Code for handling disputes, allocating liability or communicating the reasons for our decision and that failure contributes to our decision or delays the resolution of your complaint, we may be liable for part or all of the amount of a disputed transaction.

# **Part 9 – Authorising a Third Party to access your nominated account**

## **9.1 Authorisation**

You may authorise any company, firm or person to access and/or withdraw from your nominated account.

There are four types of authority that can be established:

- Enquiry Access
- Fee Payment Authority
- General Withdrawal Authority, and
- Full Authorised Signatory.

The rights and obligations attached to each type of authority are described below.

## **9.2 General conditions which apply to all Third Party Authorities**

Only you may appoint a Third Party to access or withdraw from your nominated account, in which case, you will be bound by their transactions and instructions to us in the same way as if you had performed them yourself.

Withdrawals may be made for any amount and may be made at any time. Where a future date is specified for a withdrawal, we may decline any other withdrawal request if there would be insufficient funds in your nominated account to cover the future dated payment and those other withdrawal requests.



If you appoint a Third Party to withdraw from your nominated account, they will also automatically have the ability to enquire on your nominated account.

You indemnify us against all losses, liabilities and costs incurred directly or indirectly:

- as a result of the appointment of a Third Party, and
- in connection with any action by a Third Party under their appointment or any payment made from your nominated account on their instruction (including any instruction that exceeds their authority).

You release us from claims and liabilities in connection with any act or omission relating to the appointment of a Third Party to your nominated account.

However, we remain liable for any losses, liabilities and costs which by operation of law we cannot exclude.

The Third Party Authority takes effect on the date when we amend our records to note the appointment of the change and continues until cancelled. You can cancel this authority by telling us in writing but cancellation also takes effect only from the date when we amend our records to note the change.

Third Parties may not set up Regular Investment Options on your nominated account. Third Parties cannot give other Third Parties access or authority on your account, other than persons nominated by the Adviser Firm.

We may cancel the appointment of a Third Party as an authority on your nominated account by telling you in writing, for any reason, including (but not limited to):

- suspected fraud, or
- non-compliance with these Access Facilities – Conditions of Use.

In the event of the death of the nominated account holder all Third Party Authorities will automatically terminate.

### **9.3 Third Party Authority to company or firm (such as Adviser Firm)**

Where you give Third Party Authority to a company or firm (such as Adviser Firm):

- It will provide us with such details as we, from time to time, require in relation to the person(s) authorised to operate your nominated account under this authority, including identification and specimen signature(s).
- You acknowledge and agree that the company or firm and the people nominated by the company or firm can withdraw from your nominated account in accordance with the authority that you have given it.
- We will only act on withdrawal requests from the company or firm, if the person requesting the withdrawal has been nominated by it.

- The company or firm must advise us if any of the nominated person(s) no longer has authority. If we are not advised in writing then that person may still transact on your nominated account. You cannot claim that the person is not acting for you until we are advised in writing by the company or firm.

## **9.4 Conditions relating to each of the levels of authority**

### **Enquiry Access:**

- You authorise the Third Party to have access to information about your nominated account.
- You do not authorise the Third Party to make withdrawals from your nominated account, make any changes to your nominated account details, close your nominated account or enable use of your cheque book or debit card, should you have one.

### **Fee Payment Authority:**

- You authorise the Third Party to have Enquiry Access and to make withdrawals from your nominated account for the purpose of paying their fees and regulatory fees.

### **General Withdrawal Authority:**

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set out under 'Fee Payment Authority' above, and
- in addition, you authorise the Third Party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or by any other method agreed in writing by us
- you do not authorise the Third Party to make any changes to your nominated account details, close your account or enable use of your cheque book or debit card, should you have one, and
- your stockbroker or Adviser Firm has the right to place a hold on funds in your nominated account, for future payment purposes.

### **Full Authorised Signatory (individual persons):**

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set under General Withdrawal Authority' above, and
- in addition, this authority allows the Third Party to use the cheque book and/or debit facility should you have one, change details on your account and close your nominated account. This does not allow the authorised signatory to appoint other authorised signatories to the account except to the extent permitted under clause 9.3.