

# Accounts & Access Facilities Terms & Conditions

Effective 30 May 2024

Contains the terms and conditions for People's Choice Personal Savings Accounts, Business Deposit Accounts and Access Facilities (including EFT Access Facilities and Access Facilities relating to Term Deposit Accounts). This document must be read in conjunction with People's Choice Fees and Charges doc.

The terms and conditions for People's Choice Term Deposit Accounts are not set out in this document and are contained in our Term Deposit Accounts Terms & Conditions and Fees & Charges document.

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## Accounts & Access Facilities Terms & Conditions

### About this Document

This document forms part of the Terms & Conditions for our Transaction and Savings Accounts and our Access Facilities. The other document that makes up the Terms & Conditions for these products is our “Fees & Charges” document and any notices we give you about interest rates. The Terms & Conditions for our Term Deposit Accounts are not set out in this document and are contained in our “Term Deposit Account Terms & Conditions and Fees & Charges” document.

These Terms & Conditions help you to:

- understand how our Accounts and Access Facilities operate (including interest, arrears, Account statements etc);
- decide whether People’s Choice Accounts and Access Facilities will meet your needs; and
- compare People’s Choice Account and Access Facilities with other financial products you may be considering.

You should read these Terms & Conditions before making a decision to open an Account or Access Facility with People’s Choice.

**Please note: by opening an Account or using an Access Facility you agree to be bound by these Terms & Conditions.**

We recommend you read this document carefully. Please keep it in a safe place, as you may need to refer to it in the future. Alternatively, you can download this document by visiting our website at [peopleschoice.com.au](http://peopleschoice.com.au)

## 1. Definitions

### 1.1 In this document:

**Access Code** means a password which (used together with a form of Second Tier Authentication for some Internet Banking transactions) enables you to have secure access to Phone Banking and/or Internet Banking, including BPAY® and transfers to external parties. You can register for Phone Banking and set your Access Code by calling 13 11 82 and following the prompts. For Internet Banking, we will initially provide an Access Code to you, in the form of a number, by telephone, in person at our branch or by SMS following our approval of your application to use Internet Banking. You can change your Access Code(s);

**Access Facility** means the facilities we provide to you from time to time to access your Accounts in accordance with these Terms & Conditions;

**Access Method** means a method authorised by us for your use as a form of authentication, and accepted by us as your authority to make a transaction or to access or change information about your Account, that does not require a manual signature, and includes, but is not limited to any combination of a Card, Digital Wallet, Account Number, Card Details, expiry date, PIN, MAP, People's Choice Secure Code and Access Code;

**Access Token** means a Symantec VIP Security Token device that generates a Secure Code for use with People's Choice Secure Code;

**Account** means a deposit account or a Credit Card Account with us but only includes a Term Deposit Account for the purpose of the provisions that relate to Access Facilities which we allow you to use to access a Term Deposit Account;

**Account Number** means the number allocated to your Account by People's Choice to identify your Account. Each Account you hold will have a unique Account Number allocated to it;

**Accountholder** means the person(s) in whose name(s) an Account or Access Facility is held and if there is more than one Accountholder it means the Accountholders jointly and severally;

**AML** means Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) as amended, varied or substituted from time to time;

**ATM** means an automatic teller machine owned by us or another party;

**Auto Transfer Orders** has the same meaning as in clause 8.2;

**Available Funds** means, at any time, the total of all funds deposited in the Account that are available to be withdrawn (if any) not including uncleared deposits (for example, uncleared cheques), and any agreed Credit Limit;

**Bank@Post™** means the electronic personal banking network offered by Australia Post;

**Beneficiary** for the purpose of clause 14.3 and related definitions, means a person to whose account you make an International Money Transfer;

**Bill** means an organisation who tells you that you can make bill Payments to them through BPAY®;

**Biometrics Verification** means verifying the identity and authorisation of a person using the person's biometric information (for example fingerprints, facial features, retina, iris or voice.)

**BPAY®** means the 'BPAY Payments' electronic payment service provided by BPAY Pty Ltd in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY®, either via Internet Banking or any other Access Method as approved by us from time to time;

**BPAY® Payment** means a Payment transacted using BPAY®;

**BPAY Pty Ltd** means BPAY® Pty Limited ABN 69 079 137 518 of PO Box 1093, North Sydney NSW 2059, telephone (02) 9922 3511;

**BSB** means a Bank State Branch Number, which identifies the branch of a financial institution in Australia. Our BSB is 805-050

**Business Day** means, in the relevant place, a day that is not a Saturday, a Sunday or a public holiday. Where the relevant place is not clear, Business Day, means a day that is a Business Day in Sydney or Melbourne;

**Card** means any authorised card issued by us which can be used to access an Account;

**Card Details** means the information provided on the Card and includes, but is not limited to, the Card number and expiry date;

**CARD HOTLINE** means the Card Hotline set out in clause 13.4;


**Chargeback** means that, subject to Card scheme rules, we may have a right to return a disputed transaction to a Merchant with whom the transaction was made;

**Code(s)** means your Access Code(s) and any other code or number used by you as a form of authentication (including a MAP, a PIN and a Secure Code);

**Contactless** means the transaction (such as Payment) is, will be or has been conducted by holding or tapping a Card or Device (which is capable of making a Contactless transaction) in front of or near an EFT Terminal without having to insert or swipe the Card (e.g. Visa payWave);

**Contactless Enabled Card** means any Card which is capable of making Contactless transactions;

**Contactless Enabled Mobile Device** means a mobile Device on which a compatible Contactless Enabled Card has been registered to make Contactless Payments such as in a Digital Wallet;

**Contactless Symbol** is represented by  ;

**Court Order** means probate, letters of administration or other orders of similar effect made by an Australian State or Territory Court in relation to the administration of the estate of a deceased person;

**Credential ID** means a unique set of numbers and/or letters that are used to identify an Access App installation or an Access Token to register it to your Membership for People's Choice Secure Code through Internet Banking;

**Credit Card Account** means an Account which you can access by using a Visa Credit Card;

**Credit Card Monthly Transfer Payment** has the same meaning as in clause 8.3;

**Credit Limit** means, at any time, the approved limit of the credit available on the Account;

**CUSCAL** means CUSCAL Limited ABN 95 087 822 455;

**Customer Owned Banking Code of Practice** means the Customer Owned Banking Code of Practice being the code of practice for Australia's customer-owned banking institutions, as well as any subsequent amendment of that code that binds us, that we adopt or that we subscribe to;

**Cut Off Time** means the time, as we advise you from time to time, by which your Payment instructions must be received by us in order for these instructions to be processed that day by BPAY® or as a Direct Entry Payment;

**Day** means a 24-hour period commencing at 11:30pm South Australian time;

**Deposit Guarantee** means a guarantee from the Government for funds up to \$250,000 held as eligible deposits;

**Device** means any tangible object or thing that is capable of generating, sending, receiving, storing or otherwise processing Electronic Communications to or from us that enables you to receive information about, or to transact on, your Accounts and includes a computer, mobile telephone, tablet, or any other telecommunications Device;

**Digital Wallet** means a software application installed on a compatible Device that allows you to register certain types of Contactless Enabled Cards on the Device to make Contactless Payments using the Device instead of the Contactless Enabled Card (e.g. Google Pay, Apple Pay and Samsung Pay);

**Direct Credit** means a Direct Entry Payment to your Account;

**Direct Debit** has the same meaning as in clause 8.1;

**Direct Debit Service Agreement** means the authority you provide to a third party to debit funds from your Account with us, and includes the Direct Debit request (or other form) that the third party may require you to complete;

**Direct Entry Payment** means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association;

**Electronic Equipment** includes, but is not limited to, a computer, television, telephone and an EFT Terminal;

**Electronic Communication** means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy;

**Eligible Loan** has the meaning in clause 10, note 3.1 of the Summary of Accounts & Access Facilities table;

**EFT Access Facilities** has the same meaning as in clause 12.1;

**EFT Conditions of Use** means the conditions of use set out in clauses 12 to 14 in these Terms & Conditions;

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

**EFT System** means the shared system under which EFT Transactions are processed;

**EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with an Access Method to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal;

**EFT Transaction** means an electronic funds transfer to or from your Account using an Access Method and includes transactions carried out by means of:

- Visa Card
- A Contactless Enabled Mobile Device
- BPAY®
- Internet Banking
- Mobile Banking
- Phone Banking;

**ePayments Code** means the ePayments Code adopted by us, as amended from time to time.

**End of Day** in respect of any calendar day means the earlier of:

- the time we commence our end of day processing, being not before 9:00pm South Australia time; and
- 11:29:59pm in South Australia;

**External Transfer Payment** means a transfer of funds made using Internet Banking (including Mobile Banking) to an account held with another brand or financial institution;

**Home Banking System** means our system for providing Internet Banking (including BPAY®) or Phone Banking;

**HPC** means Heritage and People's Choice Limited ABN 11 087 651 125;

**Identifier** means information that a User

- may know but is not required to keep secret; and
- must provide to perform a transaction.

Examples include an account number and PayID.

**International Money Transfer** (also known as **IMT** or **Telegraphic Transfer**) means an External Transfer Payment to the account of a Beneficiary located in a foreign country using a real-time foreign currency exchange rate which you initiate through Internet Banking or request us to complete on your behalf and which is debited from one of your Accounts;

**Internet Banking** means:

- the service we provide through our Website which you can access using an internet browser software application, which enables you to deal with us electronically over the internet including receiving information from and giving information to us about your Accounts or Access Facilities and conducting transactions on your Accounts; and
- Mobile Banking;

**Joint Account** means an Account held in the name of more than one Member;

**Linked Account** means an Account, which you link to a Card, and includes any overdraft or line of credit, which is attached to the Account;

**Mandate Management Service (MMS)** means the Mandate Management Service (MMS) being a central, secure database of Payment Agreements operated by or for NPP Australia Limited;

**MAP** means Member Access Password as defined in clause 5.20;

**Member** means a person who holds a Member share in HPC;

**Member Number** means the number allocated to you by People's Choice to be used to assist us in identifying you and to allocate products and services you hold. You may be allocated more than one Member Number under your Membership;

**Membership** means holding one share in HPC entitling the Membership owner to products and services offered by People's Choice;

**Merchant** means a retailer or any other provider of goods or services. In relation to PayTo (including in clause 8.6), Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement;

**Migrated DDR** means a Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing Direct Debit arrangement as PayTo Payments instead of through Direct Debit;

**Minor** means a person under the age of 18 years old. Special terms and conditions apply to Accounts held by minors;

**Mistaken Internet Payment** means a payment made by a User through a “pay anyone banking facility”(such as a Direct Entry Payment or an NPP Payment (other than a PayTo Payment)) and processed by an Authorised Deposit-taking Institution where funds are paid into the account of an unintended recipient because the 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

Note: The definition of mistaken internet payment is intended to relate to typographical errors when inputting a People’s Choice Secure Code, Access Token or other Identifier. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

**Mobile Banking** means the Internet Banking service we provide through Mobile Banking software applications we make available for you to download on compatible Devices, which are designed for mobile Devices such as mobile phones and tablets, which enables you to deal with us electronically over the internet, including receiving information from and giving information to us about your Accounts and Access Facilities and conducting transactions on your Accounts but does not include Internet Banking accessed through an internet browser software application;

**National Contact Centre** means our call centre which can provide telephone assistance in relation to the products and services we offer;

**Notification of Change Table** means the table set out in clause 5.26.8;

**NPP** means the New Payments Platform owned and operated by or for NPP Australia Limited;


**NPP Payment** means a payment processed through the NPP and includes Osko Payments;

**Offset Account** means your Account that you link to an Eligible Loan for the purpose of an interest offset facility;

**One Time Passcode** means:

- i. a Secure Code which we send you by SMS or give to you verbally over the phone in some limited circumstances for use with People’s Choice Secure Code; or
- ii. A number which we send you by SMS so you can register for Phone Banking and choose your Access Code

**Osko®** means the ‘Osko’ payment service provided by BPAY Pty Ltd;

**Osko® Symbol** is represented by  ;

**Osko® Payment** means a transfer of funds processed using Osko;

**Overdraft** means, at any time, the approved limit of the credit available on the Account;

**Participating Online Merchant** means a retailer or merchant who offers goods or services for sale online, who is a participant in Visa Secure;

**Pay Anyone Payment** means a Payment processed using our ‘Pay Anyone’ facility in Internet Banking, including Mobile Banking;

**PayID** means a unique Identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP Payments;

**Payment** means a payment transacted using an Access Facility, and includes BPAY® Payments, Pay Anyone Payments and International Money Transfers;

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate PayTo Payments from your Account;

**Payment Split** means an arrangement that we have agreed to set up for you, or which we have chosen to set up, where electronic credits received by us (where the sender has used our BSB and your Member Number (instead of your relevant Account Number) of a specific type or from a specific third party (for example, salary credits from your employer) are split and applied as one or more separate credits to one or more Accounts with us (which may include one or more of your Accounts, accounts for credit contracts to which you are a party and/or Accounts of another person). The terms applying to a Payment Split are set out in clause 5.14.5;

**PayTo** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement;

**PayTo Agreement** or **Payment Agreement** means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account;

**PayTo Payment** means an NPP Payment we make pursuant to a Payment Agreement;

**People’s Choice Deposit ATM** means a People’s Choice ATM operated by us that has the ability to accept cash and cheque deposits (not all People’s Choice ATMs are Deposit ATMs);

**People’s Choice Secure Code** is a form of Second Tier Authentication which involves you generating a Secure Code using a Registered Mobile Device, VIP Access App or Access Token, or obtaining a One Time Passcode from us, and entering that Secure Code in Internet Banking to authorise a transaction or action;

**Phone Banking** means a service we offer through telephone communication network which enables you to receive information from us audibly about your Accounts, or to transact on your Accounts;

**PIN** means a personal identification number or word used in conjunction with a Card (except for Contactless Payments under \$100, if applicable);

**Primary Email Address** means the email address you have provided to us;

**Privacy Act** means the Privacy Act 1988 (Cth) as amended, varied or substituted from time to time;

**Registered Mobile Device** means a mobile Device you have registered for use with Mobile Banking as described in clause 11;

**Regular Payment** means either a recurring Payment or an instalment Payment to your Visa Card;

**Secure Code** means a unique six digit number sequence that is generated for use with People’s Choice Secure Code;

**Secure Code Push Notification** means the form of Second Tier Authentication described in clause 12.7.9;

**Second Tier Authentication** means an Access Method that we may require you to use, in relation to some transactions and actions conducted in Internet Banking and in addition to Access Methods that are used as a form of first tier authentication (such as your Access Code(s) and Member Number), as an additional method of verifying that it is you who is conducting and authorising the transaction, and includes MAP, People’s Choice Secure Code and any other form of Second Tier Authentication we may introduce and require you to use at any time;

**SMS (Short Messaging Service)** means a digital network facility that allows mobile phone users to send and receive text messages on their phone;

**Summary of Accounts & Access Facilities Table** means the tables provided on pages 48 to 50;

**Symantec** means Symantec Corporation;

**Term Deposit Account** means an Account as defined in our “Term Deposit Accounts Terms & Conditions and Fees & Charges” document;

**Terms & Conditions** means these Terms & Conditions and our “Fees & Charges” document which comes with this brochure and any notice we give you about current interest rates;

**Third Party Operator** means a person referred to in clause 5.11 and otherwise any person nominated by you to whom we have issued an additional Card to access your Linked Account(s) including a person authorised by either a Member or the Guardianship Board to operate on an Account(s);

**Unauthorised Transaction** means a transaction that is not authorised by a User. It does not include any transaction that is performed by a User themselves or by anyone who performs a transaction with the knowledge and consent of a User.

**User** means the Accountholder or an individual authorised by People’s Choice and the Accountholder to perform transactions on an account.

**VIP Access App** means Symantec’s VIP Access software applications (including VIP Access for Mobile and VIP Access for Computer) which generates a Secure Code for use with People’s Choice Secure Code;

**Visa Benefits** means any benefits, features, privileges, discounts or promotions to cardholders of certain Visa Cards provided by Visa or provided by various third parties pursuant to an arrangement with Visa;

**Visa** means Visa Inc;

**Visa Card** means a Visa Debit Card or Visa Credit Card issued to you or a Third Party Operator by us;

**Visa Credit Card** means a Visa branded credit Card;

**Visa Debit Card** means a Visa branded debit Card;

**Visa Debit Cash Out** means the ability to take cash out using a Visa Debit Card at an EFT Terminal at participating Merchants using the ‘CR’ option;

**Visa Direct** means the funds transfer service provided by Visa which allows funds to be transferred from one Visa Card account to another by reference only to the Visa Card number;

**Visa Secure** means the online transaction authentication service provided by us (or our nominated service provider);

**Website** means our website accessible at peopleschoice.com.au;

**We, us, our, People’s Choice Credit Union or People’s Choice** refers to People’s Choice Credit Union, a trading name of Heritage and People’s Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310;

**You** means, according to the context:

- the Accountholder;
- any third party the Accountholder nominates to operate the Account or Access Facility; and
- any person the Accountholder authorises us to issue a Card to.

## 2. Codes of Practice

### 2.1 Customer Owned Banking Code of Practice

2.1.1 The Customer Owned Banking Code of Practice seeks to foster good relations between customer owned banking institutions and their customers. The Customer Owned Banking Code of Practice also seeks to promote fair and consistent treatment of customers of customer owned banking institutions by setting down formal standards of disclosure and conduct that customer owned banking institutions must comply with when dealing with their customers.

The Customer Owned Banking Code of Practice is administered by the Code Compliance Committee, an independent committee established by the Customer Owned Banking Association. People’s Choice is a customer owned banking institution and is committed to the Customer Owned Banking Code of Practice.

2.1.2 Our commitment to the Customer Owned Banking Code of Practice means that we will:

- define standards of good practice and service;
- disclose information that is relevant and useful to our Members;
- clearly define the terms and conditions for all our products and services; and
- make a simple, effective complaints handling process available to our Members.

2.1.3 You can obtain a copy of the Customer Owned Banking Code of Practice upon request or from our Website. The Customer Owned Banking Code of Practice applies to all our Accounts.

### 2.2 ePayments Code

2.2.1 We subscribe to the ePayments Code and warrant that we will comply with the ePayments Code where that Code applies to your dealings with us.

2.2.2 You can obtain a copy of the ePayments Code upon request or from our Website.

## 3. Privacy

### 3.1 Collection of Personal Information.

3.1.1 We collect personal information about you for the purposes of providing our products and services to you and for processing your Payments.

3.1.2 We owe you a duty to keep information about you confidential and in general, we will not disclose your information to other parties. However, we can disclose information we have about you in circumstances where:

- We are required to do so in order for us to provide you with your Account or Access Facility or to carry out your instructions in relation to an Account or Access Facility.

For example, disclosure to our service providers or payment intermediaries, such as CUSCAL.

- We are compelled to do so by law.

For example, disclosure to various Government departments and agencies such as the Australian Taxation Office of the amount of interest you have earned on your Account, and disclosure to the courts under subpoena.

- It is in the public interest to do so.

For example, where a crime, fraud or misdeed is committed or suspected by us, and in our reasonable discretion, disclosure is justified.

- We are permitted by law and it is in our interest to do so.

For example, disclosure to a court in the event of legal action to which we are a party, or if we are trying to recover a debt, we may have to inform solicitors, debt collectors or credit reference agencies.

- You ask us or agree for us to do so.

For example, when you open an Account or apply for a service, you may agree to us giving a reference or passing on information to a credit agency by signing an authority allowing us to do so.

- 3.1.3 When you notify us of any changes to your personal information, you consent to us disclosing your updated personal information to the above parties.
- 3.1.4 You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the above parties by contacting them.
- 3.1.5 We must also comply with the Privacy Act which is an Act passed by the Australian Government that requires us not to disclose certain information about you unless that disclosure is allowed.
- 3.1.6 More detailed information on our privacy practices can be found in our Privacy Policy, which can be obtained from:
- any of our branches or Advice Centres;
  - by calling us on 13 11 82; or
  - our Website.

### **3.2 Anti-Money Laundering (AML) and Counter Terrorism Financing Requirements**

- 3.2.1 We meet the regulatory and compliance obligations of AML and Counter-Terrorism Financing laws both in Australia and overseas. These obligations mean that:
- we will not allow a person to operate any Account(s) until his or her identity has been verified in accordance with any identification procedures we deem necessary to meet our obligations. This applies equally for all Account owners and authorised Third Party Operators;
  - we may be required to obtain additional information from you where required by any law in Australia or any other country and you agree to provide us with that information;
  - we may be required (and you authorise us) to disclose information provided to us or any other information where required by law in Australia or any other country. This includes the release of information regarding Internet Banking transactions to overseas regulators;
  - your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that making a Payment may be in breach of the law in Australia or any other country;
  - you release us from all liability to you if we delay or block any transaction, or refuse to pay any money or do anything else affecting a transaction or Payment in the reasonable belief that a transaction or Payment would contravene any law in Australia or any other country.
- 3.2.2 You agree that you will not initiate, engage in or effect a transaction or Payment that may breach any law in Australia or any other country. If you do so, you indemnify us against any loss or liability we may incur which arises from such transaction or Payment.

## **4. Financial Difficulty**

If you ever experience financial difficulty you should inform us promptly. The earlier you do so the sooner we may be able to assist you.

## **5. Accounts**

### **5.1 People's Choice Accounts & Access Facilities**

- 5.1.1 Accounts & Access Facilities are facilities that give you transaction and savings Accounts as well as facilities for accessing these Accounts, including:
- Visa Card;
  - Bank@Post;
  - Auto Transfer Orders;
  - BPAY (registered to BPAY Pty Ltd ABN 69 079 137 518);
  - Internet Banking;
  - Phone Banking;
  - EFTPOS and ATM access;
  - Direct Debit and Electronic Credit requests;
  - Credit Card Monthly Transfer Payments;
  - Regular Payments;
  - PayTo;
  - Mobile Banking; or
  - Digital Wallet
- 5.1.2 By opening an Account, you authorise us to permit you or any of the Member(s) linked to the Account (each an "Authorised Person") to:
- operate the Account;
  - deposit money in the Account;
  - negotiate any cheques in your name;
  - give authorities for Auto Transfer Orders;
  - withdraw all or any moneys standing to the credit of the Account;
  - obtain statements of the Account and any information concerning the Account generally;
  - give a third party authority to a Third Party Operator to operate the Account;
  - transfer funds from an Account held by you with us to Accounts held with other brands or financial institutions;
  - authorise bill Payments to registered Billers via BPAY®;
  - create a PayID for the Account;
  - approve, amend or approve amendments to, pause, resume and cancel Payment Agreements and
  - use any electronic or other means available to access or operate your Account, in accordance with these Terms & Conditions.
- 5.1.3 You indemnify us for any liability arising out of the use of the Account and as specified in clause 5.1.2, including where an Authorised Person acts without, or inconsistently with, your instructions, except to the extent caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents) .

- 5.1.4 In the event of your death, the credit balance in any Account held by you that is not a Joint Account will be deemed to be property located:
- (a) if a Court Order has been made in relation to the administration of your estate and the original, or a certified copy, of that Court Order has been provided to us, in the State or Territory in which that Court Order was made; or
  - (b) otherwise, in the State of South Australia.

## **5.2 Becoming a Member**

- 5.2.1 You will need to become a Member of HPC before we can issue an Account or Access Facility to you.

To become a Member, you will need to do everything required under our Constitution including, without limitation, completing a Membership application form and applying for a share in HPC.

- 5.2.2 Unless the terms applicable to a particular Account provide otherwise, you can open an Account jointly with another person, so long as you are both Members of HPC.
- 5.2.3 Memberships can also be opened for non-personal use, trusts, clubs and societies, but must be opened in the name of a separate legal entity.

## **5.3 Providing Proof of Identity**

- 5.3.1 The law requires us to verify your identity when you open an Account or Membership or when you become a Third Party Operator to an Account or Membership.
- 5.3.2 You agree to provide us with any documents we reasonably require from you in order for us to comply with our obligations under AML or any other relevant legislation. If you do not provide us with this information we may refuse to open an Account or Membership for you or allow you to become a Third Party Operator.
- 5.3.3 The regulations require all identification to be current and original documents or certified copies of the original documents must be used.

## **5.4 Opening and Operating an Account**

You can open any combination of the Accounts & Access Facilities included in the Summary of Accounts & Access Facilities Table subject to the eligibility requirements of each Account type.

## **5.5 Fees & Charges**

- 5.5.1 To find out more information about the current fees and charges applicable to our Accounts and Payment services, please refer to our "Fees & Charges" document.
- 5.5.2 Subject to Clause 5.26, we may vary fees or charges from time to time. Please see the Notification of Change Table for details of how and when we must notify you of any changes to those fees and charges.

## **5.6 Interest**

- 5.6.1 To find out more information about the current interest rates applicable to our savings and investment Accounts and Payment services, please refer to our Transactions and Savings Interest Rates document.
- 5.6.2 We calculate interest on the closing daily credit balance of your Account as at the End of Day, unless otherwise indicated in the Summary of Accounts & Access Facilities table. We may vary the interest rates that apply to Accounts from time to time. You can obtain information about our current interest rates from us at any time or by visiting our Website.

- 5.6.3 If you have an approved overdraft facility, interest is calculated in accordance with the relevant loan contract you enter with us, and in accordance with the 'Lending Terms & Conditions'.

## **5.7 Tax File Numbers and Taxation**

- 5.7.1 Interest earned on an Account is income and may be subject to income tax.
- 5.7.2 When you apply for an Account and/or Access Facility we will ask you for your Tax File Number or exemption. We apply your Tax File Number to each Account and/or Access Facility. You are not obliged to disclose your Tax File Number to us. However, if you do not, and do not claim a valid exemption, we are obliged to deduct withholding tax from any interest you earn at the highest marginal taxation rate plus the Medicare levy rate. The withholding tax rate is set by the Government and may vary from time to time.
- 5.7.3 For a Joint Account, all holders must quote their Tax File Numbers and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the Joint Account.
- 5.7.4 For overseas residents, withholding tax may apply even though you have quoted us your Tax File Number.
- 5.7.5 For business Accounts and charities, you need only quote your ABN instead of your Tax File Number.
- 5.7.6 Your Tax File Number will be kept in accordance with the strict guidelines of the Privacy Act.

## **5.8 Joint Accounts**

- 5.8.1 A Joint Account is an Account in the name of more than one person.
- 5.8.2 The important legal consequences of holding a Joint Account are:
- the right of survivorship – when one joint holder dies, the surviving joint holder(s) automatically take the deceased joint holder's interest in the Account;
  - joint liability – each joint holder(s) is individually liable for the full amount owing on the Joint Account. This means we can recover all money owing from one or more of the Accountholders as we choose.
- 5.8.3 Unless the terms applicable to a particular type of Account and/or Access Method provide otherwise, you can operate a Joint Account on the basis of:
- 'all to sign'; or
  - 'only one to sign'; or
  - specific signing authority, eg: 'two of four joint holders to sign'.
- All to sign means all joint holders must authorise any action on the Account, including closure of the Account. Only one to sign means any one joint holder can authorise any action on the Account, including closure of the Account.
- Specific signing authority means the instruction for a signing authority to be followed in regard to any action on the Account, including closure of the Account.
- 5.8.4 If the Joint Accountholders omit to indicate the signing authority on the Account, the Account will default to 'all to sign'.
- 5.8.5 All Joint Accountholders must consent to the Joint Account being operated on an 'only one to sign' basis. However, any one Joint Accountholder can alter this arrangement, making it 'all to sign'. Subject to clause 5.8.6, we will comply with any Joint Accountholder's request:



- (a) to change the Account approval so that all Joint Accountholders must approve any future withdrawals, or
- (b) to suspend the Account to allow you and the other Joint Accountholders time to reach agreement about dispersal of the Account funds.

This does not apply to an Account in a single name but with multiple signatories (e.g. a company Account where directors are co-signatories on behalf of the company).

Changing the Account approval may change the ways you can transact on your Account (for example, you may not be able to transact with a Card or online). It may not prevent future withdrawals that occur due to existing Direct Debit or recurring payment arrangements.

5.8.6 A People's Choice Everyday Living Account and Dream Fund may only be operated on an 'only one to sign' basis. For all other Accounts, transactions via Internet Banking or Phone Banking may only be able to be undertaken if the applicable Account operating authority is 'only one to sign'.

## 5.9 Accounts Opened for Minors

5.9.1 Only specified Account types can be opened in the name of a Minor(s) (see section 10 "Summary of Accounts and Access Facilities" for eligibility details).

5.9.2 A Young Saver Account can only be in a single name – no joint Young Saver Accounts can be opened.

5.9.3 Accounts opened for Minors under the age of 12 years (at time of Account opening):

- the only Account types available to be opened in the name of a Minor under the age of 12 years are Young Saver Accounts (any age), Everyday Account and Everyday Living Accounts (if the Minor is aged from 10 years and under the age of 12 years and a parent or guardian has consented to this). A minor under the age of 12 years cannot be an Accountholder (solely or jointly) of any other Account types. The remaining bullet points in this clause 5.9.3 do not apply to an Everyday Account or Everyday Living Account opened by a Minor from 10 years and under 12 years (see clause 5.9.5);
- a Young Saver Account can only be opened by a parent(s), legal guardian(s) or other adult(s) on behalf of the Minor;
- the person(s) who opens a Young Saver Account must be a Third Party Operator(s) when the Account is opened and may operate the Account in that capacity subject to the terms of the Account operating authority, the other provisions of this clause 5.9.3, and the requirements of clause 5.11;
- the Minor may only operate a Young Saver Account (while a Minor) with the express, written consent of the Third Party Operator(s) given in a form we approve and in accordance with the Account operating authority. The Minor may then operate the Account in accordance with the Account operating authority (as varied to include the Minor) and the other provisions of this clause 5.9.3. Minors under the age of 10 years cannot be authorised to operate the Account;
- a Minor who has been given authority to operate a Young Saver Account can, if the Account operating authority specifies 'only one to sign', unilaterally change the Account operating authority, appoint a Third Party Operator(s) and/or remove any Third Party Operator's authority to operate the Account;

- we do not recommend the provision of Card, Phone Banking or Internet Banking access to Minors under the age of 12 years. However, Card, Phone Banking or Internet Banking access may be provided to a Minor aged from 10 years with the express consent of the Third Party Operator(s) given in accordance with an Account operating authority and where the Account type permits these access facilities.

5.9.4 Accounts opened for or by Minors aged 12 years and over (at time of Account opening):

- a Young Saver Account may be opened by a parent(s), legal guardian(s) or other adult(s) on behalf of the Minor. If it is, clause 5.9.3 will apply to the Account, except for the first and second bullet points. Apart from a Young Saver Account, no other Account type can be opened by a parent, legal guardian or other adult(s) on behalf of a Minor;
- an Account (including a Young Saver Account) may be opened by a Minor independently and without permission from any parent, legal guardian or other adult. If it is, the following provisions of this clause 5.9.4 will apply to the Account. A Minor may open a Joint Account (except a Young Saver) with another Minor(s) and/or another adult(s);
- subject to the other terms and conditions applying to the Account, a Minor will have unrestricted rights to operate the Account if the Account is in the Minor's sole name and in accordance with the Account operating authority in the case of a Joint Account;
- a Minor may authorise, unilaterally if the Account is in the Minor's sole name or in accordance with the Account operating authority in the case of a Joint Account, one or more Third Party Operators to operate the Account in writing in a form we approve. A Minor may, unilaterally if the Account is in the Minor's sole name or in accordance with the Account operating authority in the case of a Joint Account, change the Account operating authority and/or remove any Third Party Operator's authority to operate the Account;
- Card, Phone Banking, Internet Banking and Digital Wallet Account access by the Minor will be permitted where the Account type permits these access facilities.

5.9.5 Everyday Accounts and Everyday Living Accounts opened by Minors from the age of 10 years and under the age of 12 years (at time of Account opening):

- An Everyday Account and Everyday Living Account may be opened by a Minor from the age of 10 years and under the age of 12 years with the express permission from any identified parent, legal guardian or other adult. Clause 5.9.4, except for the first and second bullet points, and the following bullet points will apply to any such Everyday Account and Everyday Living Account;
- the Minor may open a joint Everyday Account or Everyday Living Account with another Minor(s) and/or another adult(s).

5.9.6 Whether a Young Saver Account is opened under clause 5.9.3 or the first dot point of 5.9.4, the Minor will, upon attaining 18 years of age, obtain unrestricted access to the Account (including the right to remove any Third Party Operators) without the consent of any Third Party Operator(s).

5.9.7 Overdraft facilities and Visa Credit Cards will not be provided to Minors.

5.9.8 A Third Party Operator must be an adult.

5.9.9 We will only open an Account at the independent request of a Minor, or grant access to a Minor to a Young Saver Account at the request of a Third Party Operator(s), where the Minor is able to register a consistent specimen signature to our satisfaction.

5.9.10 We reserve the right to decline to open an Account for a Minor, or grant access to a Young Saver Account to a Minor at the request of a Third Party Operator(s), if we consider it reasonably necessary to decline in order to protect our interests, those of an Accountholder or those of a Minor.

5.9.11 We reserve the right to remove a Third Party Operator, restrict the ability of a Third Party Operator to operate on the Account of a Minor or otherwise change the Account operating authority of the Account of a Minor where we consider it reasonably necessary to do so in order to protect our interests, those of an Accountholder or those of a Minor.

5.9.12 In relation to an Account with a Minor Accountholder, each joint Accountholder who isn't a Minor and each Third Party Operator on the Account agrees to indemnify us and keep us indemnified against all claims (including any claim made by the Minor), obligations, liabilities, expenses, losses, damages and costs that we may sustain or incur as a result of any transaction carried out on the Account while they are a joint Accountholder who isn't a Minor or Third Party Operator (even if they are no longer a joint Accountholder or Third Party Operator at the time indemnity is sought) by:

- them;
- a minor;
- any joint Accountholder; and/or
- any Third Party Operator on the Account.

5.9.13 The indemnity in 5.9.12 does not require a joint Accountholder or Third Party Operator to indemnify us for any claims, obligations, liabilities, expenses, losses, damages or costs to the extent they arise from any fraud, negligence or wilful misconduct by us or our officers, employees, contractors or agents.

5.9.14 For the avoidance of doubt, any credit balance in a Minor's Account is at all times the property of the Minor in the case of an Account in the sole name of a Minor and is the joint property of all the Accountholders (including each Minor) in the case of a Joint Account.

5.9.15 Where the Account operating authority stipulates "only one to sign", Card access may be provided to a Third Party Operator where the Account type permits Card access.

## 5.10 Trust Accounts

5.10.1 You can open an Account as a trust Account. However:

- we are not taken to be aware of the terms of the trust;
- we do not have to verify that any transactions you carry out on the Account are authorised by the terms of the trust.

5.10.2 You agree to indemnify us against any claim made upon us in relation to, or arising out of, that trust, except to the extent caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 5.11 Third Party Operators

5.11.1 You may nominate another person or persons to operate your Account (a "Third Party Operator") by completing the relevant form, available at any of our branches. Third Party Operators may be required to provide proof of identity as explained in clause 5.3.

5.11.2 By authorising a Third Party Operator to have access to your Account you are instructing us to allow the persons nominated to operate on your Account, without necessarily becoming a Member, in the following ways (please refer to table):

	Third Party Operator to a Non-Minor	Third Party Operator to a Minor	Third Party Operator to Business
Withdraw all or any moneys outstanding to the credit of the Account	✓	✓	✓
Transfer funds between the Account and Accounts held with other brands or financial institutions	✓	✓	✓
Initiate International Money Transfers which are debited from your Accounts	✓	✓	✓
Authorise bill Payments via BPAY®	✓	✓	✓
Use any electronic or other means available to access or operate your Account	✓	✓	✓
Negotiate cheques in the Member's name if banked to Member's Account	✓	✓	✓
Give authority (new or altered) for transfer orders	✓	✓	✓
Approve, amend or approve amendments to, pause, resume and cancel Payment Agreements	✓	✓	✓
Give authority (new or altered) for direct debit and payroll.	X	X	✓
Obtain statements of the Account	✓	✓	✓
Change personal details of the Account owner	X	✓	✓
Open or close an Account or Membership	X	✓	✓
Apply for a loan or overdraft facility	X	X	✓
Authorise another person to be a third party operator on the Account.	X	✓	✓
Create a PayID and link to the Account	✓	✓	✓

5.11.3 You are responsible for all transactions your Third Party Operator carries out on your Account. You should ensure the person you authorise to operate on your Account(s) is a person you trust fully.

5.11.4 In the event that a Third Party Operator creates a PayID linked to your Account the Third Party Operator must select a PayID name that reasonably and accurately reflects your identity.

5.11.5 You may revoke the Third Party Operator's authority at any time by giving us written notice.

5.11.6 We will comply with any notice given to us to revoke the Third Party Operator's authority within one Business Day of receiving the request.

5.11.7 We will not be liable for any transaction completed or purported to be completed (including any deductions from your Account) by a Third Party Operator prior to the expiry of the period set out in clause 5.11.6.

5.11.8 We are not liable for any loss or damage caused to you by Third Party Operators except where it arises from fraudulent, negligent or wilful misconduct by us or our officers, employees, contractors or agents or if we are liable under a statute or the ePayments Code.

## 5.12 Deposits

- 5.12.1 Deposits may be made to an Account by any of the following methods, unless otherwise indicated in the Summary of Accounts & Access Facilities Table:
- by cash or cheque at any branch if the Account type permits branch access (please see clause 5.13 for more details regarding cheque deposits);
  - by cash or cheque at any People's Choice Deposit ATM;
  - by Direct Credit e.g. from your employer for wages or salary (please note that we can reverse a Direct Credit if we do not receive full value for the Direct Credit);
  - by electronic transfer from another Account with us;
  - by electronic transfer from another financial institution; or
  - via Bank@Post, if your Account is linked to a Card.
- 5.12.2 A deposit made at a People's Choice Deposit ATM will be available in your account the same Day as long as it is deposited prior to End of Day. If the deposit is made after the End of Day then the deposit will be recorded as taking place the next Day.
- 5.12.3 Under Australian law we are required to report all cash deposits or withdrawals of \$10,000 or more.
- 5.12.4 We may refuse to accept any cheque for deposit at our reasonable discretion.
- 5.12.5 We may limit the amount of cash you can deposit at a People's Choice Deposit ATM or refuse to accept a deposit at a People's Choice Deposit ATM at our reasonable discretion;

## 5.13 Cheque Deposits

- 5.13.1 From 24 May 2024, cheques written from a People's Choice cheque book will no longer be accepted. People's Choice will continue to accept cheque deposits from other financial institutions in branch, at People's Choice Deposit ATM's and Bank@Post where these services are offered.
- 5.13.2 You can only access the proceeds of a cheque when it has cleared. This usually takes three Business Days. Where a cheque is deposited at a People's Choice Deposit ATM after the End Of Day or on a day that is not a Business Day (where the People's Choice Deposit ATM is located), the first day for the purposes of calculating the clearance period is the next Business Day (in that State or Territory). The drawing bank has a right to request an additional days clearance. Overseas cheques of \$10,000 or less may take up to 30 Business Days to clear and overseas cheques of above \$10,000 are cleared upon receipt of payment confirmation from the third party service provider we use to present the cheque.
- 5.13.3 Cheques deposited at a branch can normally only be deposited into the Account of the person or entity named as payee on the cheque. If you are depositing a cheque to your Account where you are not the person or entity named, ownership of the cheque must be transferred to you by having the payee sign the back of the cheque in the following manner:
- Please pay [your Account name], signed [payee's signature]. If we are not satisfied you are the rightful owner of the cheque (for any reason), in our reasonable discretion we may refuse to accept the deposit.
- 5.13.4 Cheques can only be deposited at a People's Choice Deposit ATM if the original payee is the Accountholder. We may limit the total amount of cheques you can deposit at a People's Choice Deposit ATM or refuse to accept a cheque deposit at a People's Choice Deposit ATM at our reasonable discretion.

## 5.14 Electronic Credits

- 5.14.1 Deposits may be made to an Account by electronic credit using:
- our BSB and your Account Number; or
  - for NPP Payments only, a PayID registered to the Account in accordance with clause 5.16 below.
- 5.14.2 Unless there is an active Payment Split that applies, electronic credits we receive will be deposited to the relevant Account within a reasonable time of us receiving value from the sending institution and in accordance with our obligations under the rules, regulations and procedures that apply to the payment channel the electronic credit was received through.
- 5.14.3 A deposit to your Account by our BSB and your Member Number (instead of your relevant Account Number) cannot be made through some payment channels (for example, the NPP). You should only use our BSB and your Account Number, or a PayID you have created for your Account, when arranging for payments to be made as an electronic credit to your Account. Otherwise, the deposit may not be able to be processed, may be deposited to an unintended recipient or may be rejected and returned to the sender.
- 5.14.4 If a deposit to your Account is made as a Direct Credit and the sender has used our BSB and your Member Number (instead of your relevant Account Number), at our reasonable discretion:
- we may return the Direct Credit to the sender (whether or not we can identify you as the intended recipient); or
  - we may, if we can identify you as the intended recipient from the information sent with the Direct Credit, unless there is an active Payment Split that applies, credit the funds to one or more of your accounts with us (including accounts for credit contracts) in such proportions as we determine, even if those accounts are not actively used.
- 5.14.5 The following terms apply to Payment Splits:
- you cannot set up a new Payment Split;
  - until it is cancelled, any Payment Split you already have set up will remain active, subject to paragraph(c);
  - a Payment Split you have already set up will only operate where the sender has used our BSB and your Member Number (instead of your relevant Account Number);
  - you may request that we modify or cancel an existing Payment Split set up by you, from time to time by contacting us. We may not reject your request to modify or cancel a Payment Split.
  - we may choose to set up a Payment Split to cover payment obligations you have to us (for example, for loan repayments) from time to time. We are not required to obtain your consent or give you advance notice before we do so, but where we do not give you advance notice we will inform you promptly after doing so.
  - where a Payment Split applies, we will apply the credits to your Accounts in accordance with the Payment Split within a reasonable time of us receiving value from the sending institution and in accordance with our obligations under the rules, regulations and procedures that apply to the payment channel the electronic credit was received through.

- (g) we may amend an active Payment Split as we consider appropriate from time to time. We are not required to obtain your consent or give you advance notice before amending an active Payment Split, but where we do not give you advance notice we will inform you promptly after doing so. For example:
- if a Payment Split has been set up to cover loan repayment obligations, we may amend the Payment Split to reflect any changes to those repayment obligations; and
  - if a Payment Split has been set up in relation to electronic credits from your employer, and there is a change to your employer or their payment identification details, we may amend the Payment Split to reflect the new details.
- (h) we may cancel a Payment Split at any time in accordance with our legitimate business interests by giving reasonable notice to you, except where there is a material or immediate risk (including loss to you or us) in which case we may provide no advance notice. We are not required to obtain your consent and where we do not give you advance notice we will inform you promptly after doing so.
- (i) we are under no obligation to set up, amend (except at your request), cancel (except at your request) or update a Payment Split and it is your obligation to ensure that arrangements are in place to cover any payment obligations you have under any agreement with us in full and on time. It is your responsibility to contact us and cancel or request a change to a Payment Split where necessary (for example, if a Payment Split has been set up to cover loan repayment obligations and you want to make repayments in a different way).
- (j) we are not liable or responsible to you for any loss, damage, cost or inconvenience as a result of a Payment Split being set up, amended, suspended, cancelled or not updated to reflect changes to the electronic credits you receive or your repayment obligations to us, except to the extent that any loss, damage, cost or inconvenience is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 5.14.6 Where an Account of yours (including accounts for credit contracts) receives funds through an electronic credit (including following a Payment Split), we may reverse the credit to your Account or Accounts if we, for any reason whatsoever, do not receive value for it or we are required to return it to the sender.
- 5.14.7 To amend any reoccurring electronic credits to your Account, you will need to contact the person or organisation responsible for initiating them.
- 5.14.8 We will not be liable for any loss or damage you suffer as a result of the failure of a third party to make a payment or transfer funds to you by electronic credit, or for any mistake as to the amount of such Payment or transfer, or for any delay amending or cancelling any electronic credit or payment arrangement, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 5.14.9 You agree that we may reject an electronic credit transfer or payment intended for an Account, delay crediting it to the Account (or Accounts, including accounts for credit contracts, where an active Payment Split applies) or delay making the funds available to you, where:
- (a) we reasonably believe we are required to do so in order to comply with any applicable laws (including any laws relating to anti-money laundering or sanctions)

or under the rules, regulations and procedures that apply to the payment system the electronic transfer was received through;

- (b) you fail to comply with any of your obligations under these Terms & Conditions and such action is reasonably necessary to protect our legitimate interests;
- (c) we consider it necessary or desirable to do so to enable us to review or investigate the electronic credit for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

5.14.10 You agree that we are not liable to you for any loss or damage you suffer as a result of us rejecting an electronic credit intended for an Account or any delay in the funds being credited to the Account (or Account/s, including accounts for credit contracts, where an active Payment Split applies) or being made available to you, except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## **5.15 Mistaken Internet Payments received by you**

5.15.1 Where we have been notified that you were the unintended recipient of a Mistaken Internet Payment, or that the sender of the payment is claiming so, and we are satisfied that a Mistaken Internet Payment has occurred, we may withdraw and recover the funds from your Account, to the value of the payment, in accordance with the recovery procedures outlined below.

5.15.2 The recovery procedures that we initiate will vary depending on the availability of funds in your Account and the time that the person who has or claims to have made the Mistaken Internet Payment reports it to their financial institution.

5.15.3 We will only initiate the recovery procedures outlined below if, after our Investigation into the payment we are satisfied that a Mistaken Internet Payment has been made to your Account.

### **Recovery Procedures**

5.15.4 **Mistaken Internet Payments reported to the sending financial institution within 10 Business Days of the payment being made:**

We will withdraw the amount of the Mistaken Internet Payment from your Account and return it to the relevant financial Institution within five Business Days of receiving the request from the sending financial institution or such longer period as is reasonably necessary, up to a maximum of 10 Business Days. We are not required to notify you or receive your prior consent to return the Mistaken Internet Payment in this case.

5.15.5 **Mistaken Internet Payments reported to a financial institution between 10 Business Days and seven months of the payment being made:**

We will restrict your access to your Account to the value of the Mistaken Internet Payment and notify you that the amount of the Mistaken Internet Payment will be withdrawn from your Account and returned to the relevant financial institution within 10 Business Days commencing from the date the funds were restricted unless you are able to establish your entitlement to the Mistaken Internet Payment within this timeframe. If you do not establish your entitlement to the Mistaken Internet Payment, we will withdraw the amount of the Mistaken Internet Payment from your Account and return it to the relevant financial institution. We are not required to receive your prior consent to do so.

5.15.6 **Mistaken Internet Payment reported to a financial institution after seven months of the payment being made:**

We are required to seek your consent to return the Mistaken Internet Payment to the relevant financial institution.

5.15.7 **Insufficient funds in Account:**

In the event you have insufficient funds in your Account at the time we are notified of the Mistaken Internet Payment to cover the value of the Mistaken Internet Payment we may exercise our discretion to recover the funds (or part of the funds) from you including contacting you to discuss repayment options, subject to our obligations under the ePayments Code.

**5.16 PayIDs**

5.16.1 In our discretion, we may allow you to create a PayID for your Account so that NPP Payments can be made to and PayTo Payment Agreements created for your Account using the PayID instead of the BSB and Account Number.

5.16.2 Creating a PayID is optional. We will not create a PayID for your Account without your consent.

**Creating a PayID**

5.16.3 If you are registered for Internet Banking, you may create a PayID for your Account in Internet Banking by telling us the type of PayID you would like to create and providing us with all the information we request. If your Account is a Joint Account, each accountholder may create a PayID for the Account.

5.16.4 When creating the PayID, you must choose a PayID Name to be registered with the PayID which may be displayed to any person that initiates an NPP Payment using the PayID. We will suggest a list of possible PayID Names for you to choose from. You must ensure that the PayID Name you select reasonably and accurately represents the identity of the Accountholder.

5.16.5 You may only create a PayID for your account if:

- (a) we are able to verify your identity in a manner that is satisfactory to us;
- (b) you own or are authorised to use the PayID;
- (c) the PayID has not already been created and linked to another account (with People's Choice or another financial institution);
- (d) the PayID is not likely to be misleading as to who the accountholder for the Account is; and
- (e) creating the PayID will not infringe on the intellectual property rights of any person.

5.16.6 We may refuse to allow you to create a PayID for any reason, including where we are not satisfied that the criteria in clause 5.16.5 above has been met.

5.16.7 By creating a PayID for your account:

- (a) you assure us that you own or are authorised to use the PayID;
- (b) you agree to promptly notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- (c) you acknowledge that the PayID and information relating to you and the Account the PayID is linked to (including the PayID Name, BSB and Account Number) will be registered in the NPP PayID service operated by NPP Australia Limited (not us); and

(d) you consent to:

- (i) us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP PayID service; and
- (ii) third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information (including your name and Account details) in accordance with the NPP Regulations and NPP Procedures and as necessary for purposes related to NPP Payments to you or your Account. Without limiting the last sentence, you acknowledge that the PayID Name you select when creating the PayID may be disclosed to any person that initiates a NPP Payment using the PayID.
- (iii) third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.

5.16.8 The types of PayIDs we allow you to create for your Account may differ depending on your circumstances and the type of Account you have. Not all Account types are eligible to have PayIDs created for them – please refer to the Summary of Accounts & Access Facilities Table to find out what types of Accounts can have PayIDs created for them.

5.16.9 More than one PayID can be created for an Account provided that each PayID is unique. A particular PayID can only be created for one account at a time, across all financial institutions. If a PayID has already been created for an account (with us or another financial institution) you will not be able to create it for a different account unless the existing PayID is closed or transferred (see below).

**Transferring a PayID from or to another account**

5.16.10 You can transfer a PayID created for one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (see below).

5.16.11 If you want to transfer a PayID you have created for an Account with us to another Account with us, you can do so by updating the Account details for the PayID in Internet Banking.

5.16.12 If you want to transfer a PayID you have created for an Account with us to an account at another financial institution, you can do so by first changing the status of the PayID to transferring status in Internet Banking and then creating the PayID with the other financial institution.

5.16.13 If you want to transfer a PayID that has been created and linked to an account at another financial institution to an Account with us, you must first contact the other financial institution to tell them you want to transfer the PayID and to place it in 'transferring' status and then create the PayID with us (see above). The other financial institution must allow the PayID to be transferred within one Business Day of your request unless you agree to another time period.

Note: When transferring a PayID between financial institutions, if you do not create the PayID at the new financial institution within 14 days of the existing PayID being placed in 'transferring' status, you may need to start the process again.

### **Updating, locking and closing a PayID**

- 5.16.14 You can update or close a PayID that has been created for your Account at any time in Internet Banking.
- 5.16.15 If any of the information you give us when creating a PayID changes or you cease to own or be authorised to use a PayID you have created for your Account, you must promptly notify us and update the PayID details or close the PayID in Internet Banking, as appropriate.
- 5.16.16 We will action an Internet Banking request from you to update or close a PayID within one Business Day (in South Australia) unless we agree another time period with you.
- 5.16.17 We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:
- you have requested that we do so;
  - we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
  - we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were incorrect, incomplete or misleading or have become so;
  - you fail to comply with your obligations under these Terms & Conditions;
  - we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
  - we have closed or restricted the Account or you cease to be the accountholder or authorised to use the Account; or
  - we have reasonable grounds to believe that there is a material risk of loss to you or us or we reasonably consider it necessary to manage any risk.

We will tell you if we lock or close a PayID you have created and linked to your Account, within a reasonable period of doing so, unless it was done at your request.

- 5.16.18 If your PayID is locked, you can request that it be unlocked in Internet Banking or by contacting us. If a PayID is closed it must be re-created before it can be used again.
- 5.16.19 The NPP PayID service may automatically lock or close a PayID if no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for 10 years.
- 5.16.20 A PayID cannot be transferred or updated while it is locked and no payments can be received using a PayID while it is locked or after it has been closed.

### **PayID disputes**

- 5.16.21 If a PayID cannot be created for your Account because it has already been created and linked to another account by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute with the financial institution with which the PayID has been created, on your behalf, to determine whether that financial institution should close the PayID so that you can create it. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other person that has created the PayID is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

### **Liability for PayIDs**

- 5.16.22 We are not liable to you for any loss or damage you suffer as a result of:
- a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
  - us refusing to create a PayID or any delay in a PayID being created for your Account; or
  - us locking or closing a PayID that has been created for your Account; or
  - any failure or malfunction of the NPP (including the NPP PayID service) or any of our systems or procedures that use or connect with the NPP, except to the extent that any loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 5.16.23 You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created for your Account or your use or attempted use of such a PayID, except to the extent that any loss, damage, charge, expense, fee or claim is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). We may debit any such loss, damage or cost to any Account you hold with us.

### **5.17 Withdrawals**

- 5.17.1 You can make withdrawals from the Account by any of the following methods, unless otherwise indicated in the Summary of Accounts & Access Facilities Table:
- over the counter at any of our branches (please check the Summary of Accounts & Access Facilities for any restrictions on withdrawals applying to certain Accounts or any applicable daily cash withdrawal limits);
  - by Direct Debit or Auto Transfer Orders;
  - by Corporate Cheque;
  - via Internet Banking or Phone Banking;
  - via BPAY® to make a payment to a Biller;
  - by PayTo;
  - at selected ATMs, if your Account is linked to a Visa Card;
  - via selected EFTPOS terminals, if your Account is linked to a Visa Card (note that Merchants may impose restrictions on withdrawing cash or using the 'credit option' for Visa Debit Cards); and
  - via Bank@Post, if your Account is linked to a Visa Card.
- 5.17.2 We may require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.
- 5.17.3 We will debit transactions received on any one day in the order we determine in our reasonable discretion.
- 5.17.4 If you wish to perform a branch cash withdrawal in excess of \$5,000 per Membership, you must provide us with a minimum of 24 hours notice prior to making the withdrawal.

## 5.18 Corporate Cheques

- 5.18.1 You may request us to issue a corporate cheque, payable to the person you nominate, for a fee, as explained in the "Fees & Charges" document. A corporate cheque is similar to a bank cheque, but may not be treated as such by all third parties. A bank cheque can be organised for an additional charge. Please refer to the "Fees & Charges" document for applicable fees.
- 5.18.2 If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully directed us to stop the cheque.
- 5.18.3 We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. We are not responsible for any defects with goods or services you buy with our corporate cheque. You acknowledge that all complaints about goods and services must be addressed to the relevant supplier.

## 5.19 Overdrawing an Account

- 5.19.1 You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all Payments (and any other drawings) on the day(s) you have nominated for Payment or, if the Account has a credit facility, there must be sufficient available credit for that purpose. You should take particular care where you have scheduled Payments to occur on a future date.
- 5.19.2 You can apply to have an overdraft facility attached to Accounts as specified in the Summary of Accounts & Access Facilities Table.
- 5.19.3 Your application for an overdraft facility will be subject to our usual lending criteria. If we approve your application for an overdraft, the facility will be subject to additional terms and conditions that will be provided to you as part of the loan contract.
- 5.19.4 If you have an Account that does not have an approved overdraft limit and you request us to debit funds which would overdraw your Account, we may treat your request as a request that we extend credit which we may decline or accept at our reasonable discretion.
- 5.19.5 If you have an Account that has an approved overdraft limit and you request us to debit funds which would exceed your Credit Limit, we may treat your request as a request that we temporarily increase your available credit which we may decline or accept at our reasonable discretion. Unless otherwise agreed, our acceptance of such a request does not permanently change your approved limit.
- 5.19.6 If we accept a request under paragraph 5.19.4 or 5.19.5, it is your responsibility to restore your Account to a credit balance or your credit facility to within the approved limit promptly, or contact us and make the appropriate arrangements. We reserve the right to charge interest at either our personal overdraft rate or unsecured business overdraft rate, calculated on the daily closing balance until your Account returns to credit or your credit facility is brought within the approved limit, and/or to collect recovery costs or transfer funds from any of your other Accounts to make your Account compliant.
- Our current personal overdraft rate and unsecured business overdraft rate can be accessed via our website.
- 5.19.7 Your obligation to pay interest under this clause as explained above is an independent and collateral obligation and applies to all amounts outstanding to us, including any

amounts outstanding to us by virtue of any court judgement or order that may be awarded against you if you do not repay your debt(s) to us in accordance with these Terms & Conditions. This obligation does not merge in any court judgement or order, and applies even if the total amount of the court judgement or order is expressed to include interest owed by you to us. If any liability owed by you under these Terms & Conditions nonetheless becomes merged in a court judgement or order, then you must, as an independent obligation, pay interest to us on the amount of that liability, calculated and debited in accordance with your obligation to us as set out in these Terms & Conditions, from the date it becomes payable until the date it is paid.

- 5.19.8 At our reasonable discretion, we may apply the balance of your credit funds in any other Account towards the repayment of any debt that you owe to us (ie by combining Accounts). We have the right to close your Account when we exercise our right to combine Accounts in this manner. Where we exercise our right to combine Accounts, we will notify you promptly.
- 5.19.9 If your account is overdrawn, we may send you notifications by SMS message. You may advise us that you wish to opt out of such notifications.

## 5.20 Member Access Password (MAP) and Access Code

- 5.20.1 You may give us a password (MAP and/or Access Code) that we may accept as proof of your identity and your authority to carry out transactions on your Accounts.

### Use

- 5.20.2 Your MAP and/or Access Code may be used by us to establish your identity for certain dealings and transactions with us.
- 5.20.3 We will tell you from time to time the type of dealings and transactions in which we will accept your MAP and/or Access Code to establish the identification of the person we are dealing with.
- 5.20.4 We reserve the right to not register a particular MAP and/or Access Code at our reasonable discretion (ie, if we consider it to be offensive).

### Reliability

- 5.20.5 If we state that we accept your MAP and/or Access Code for a certain service or transaction to establish identity, if your MAP and/or Access Code is given to us for that service or transaction, we may accept your MAP and/or Access Code as conclusively establishing your identity. We do not need to undertake any other checks to verify your identity.

### Security

- 5.20.6 You must not disclose your MAP and/or Access Code to anyone (other than an authorised People's Choice representative).
- 5.20.7 You must tell us as soon as you think someone else knows your MAP and/or Access Code or has used it without your consent. You should promptly reset your MAP and/or Access Code.
- 5.20.8 We suggest you memorise your MAP and/or Access Code.
- 5.20.9 We may cancel your MAP and/or Access Code at any time without notice for security reasons.
- 5.20.10 You must not write your MAP and/or Access Code, or carry either of them or keep a record of either of them, unless you have taken reasonable steps to disguise your MAP and Access Code or prevent unauthorised access to your MAP and Access Code.

- 5.20.11 You must not select a MAP or Access Code that represents your birth date or a recognisable part of your name.
- 5.20.12 If you no longer wish to use your MAP and/or Access Code, you can either write or telephone us and request that your MAP and/or Access Code be cancelled.

**Responsibility and Liability**

- 5.20.13 Except where (and until) your MAP and/or Access Code is cancelled by us or by you, or you have notified us that some unauthorised person may be using your MAP and/or Access Code:
  - (a) we are not liable to you for any loss you suffer through unauthorised use of your MAP and/or Access Code;
  - (b) you must pay us any loss we incur as a result of your use of or any unauthorised use by a third party of your MAP and/or Access Code.
- 5.20.14 You must also 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 comply with your obligations under "Security" above.
- 5.20.15 We are liable for any loss you incur because of a transaction after you or we cancel your MAP and/or Access Code and where the loss is as a result of our fraud, negligence or wilful misconduct or that of our officers, employees, contractors or agents.
- 5.20.16 Despite any of the above provisions, if you use your MAP and/or Access Code as part of conducting an EFT Transaction, responsibility (and liability) is determined under our EFT Conditions of Use.

**Cancellation**

- 5.20.17 We may at any time without notice cancel your ability to use your MAP and/or Access Code if we suspect you or someone else may use it inappropriately or in a fraudulent manner.
- 5.20.18 You may cancel your MAP and/or Access Code, or notify us if you suspect someone else is using it without authorisation, at any time by sending us written notice or phoning us on 13 11 82.

**5.21 Account Statements**

- 5.21.1 We will provide you a statement of Account at the frequency stated in the Summary of Accounts & Access Facilities Table.
- 5.21.2 We may, at our reasonable discretion, send you Account statements more frequently. If you request to have an Account statement provided to you more frequently or if you ask us for an Account statement at any time, we may charge the fee applying from time to time in our "Fees & Charges" document.
- 5.21.3 You should check your Account statement as soon as you receive it and tell us promptly if there are any Unauthorised Transactions or errors.

**eStatements**

- 5.21.4 We may give you Account statements electronically (eStatements) for all Accounts you hold with us if:
  - We have notified you that we will give Account statements to you electronically or you register to use Internet Banking on or after 1 August 2014 and you have not elected to receive statements by post instead of eStatements (refer to clause 5.21.10).

- You hold a Zip Account, Everyday Living Account or Dream Fund (as it is a condition of holding these Accounts that you must receive eStatements). If you hold a Zip Account, Everyday Living Account or Dream Fund and no longer wish to receive eStatements, you will be required to switch your Account to an alternative Account which enables you to receive paper statements or close your Account.
- You are a Third Party Operator on a business account. A paper statement may continue to be produced on the Business Membership in addition to the eStatement unless we are legally required to give them to you in another way.

- 5.21.5 We will notify you when a new eStatement is available. You must use Internet Banking to view your eStatements.
- 5.21.6 If we give you Account statements electronically, you will not receive paper statements by post and you will also receive other information about your Accounts and Access Facilities, such as notices about changes in rates, fees, and terms and conditions, electronically where the information is given as 'messages' within your statement or alongside your eStatement, in a downloadable form.
- 5.21.7 Unless you have elected to receive paper Account statements by post, you must regularly check for notifications from us that a new eStatement is available. You should check your eStatement as soon as it is available.
- 5.21.8 You must ensure we have your current details such as email address, mobile phone number etc. unless you have elected to receive paper Account statements by post. If we become aware that your details are invalid and we are unable to notify you when a new eStatement is available, we may send you paper statements by post until such time as your details are updated. If you change your details, let us know promptly. You can notify us of a change to your details using Internet Banking or by contacting us.
- 5.21.9 Your eStatements and other information will be available to view using Internet Banking for at least 12 months. You can print or save your eStatements and other information provided with your eStatements during this period. You may request a paper copy of any eStatement to be sent to you by post up to six months after you receive notification the eStatement is available. A fee may be charged if you request a replacement paper statement.
- 5.21.10 If you do not wish to receive Account statements and other information provided with Account statements electronically, and the terms applying to the particular Account permit, you may elect to receive paper Account statements by post by contacting us or using Internet Banking. If you decide to receive paper Account statements by post you will no longer be able to view your previous eStatements using Internet Banking. You should print or save a copy of your eStatements before requesting to receive paper Account statements by post.
- 5.21.11 Accountholders and Third Party Operators that have elected to receive Account statements by post cannot access eStatements for both personal and non-personal Membership Accounts via Internet Banking.

**5.22 Change of Address**

If you change your address or contact details, including email, please let us know promptly.



## 5.23 Dormant Accounts

- 5.23.1 If no transactions are carried out on any of your Account(s) under your membership for at least 12 months (other than transactions initiated by us, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep your Account(s) and/or membership open. If you do not reply we will treat your Account(s) as dormant and/or membership as inactive.
- 5.23.2 Once your Account(s) and/or membership becomes inactive or dormant, we may:
- close the Account(s) or membership;
  - close any PayIDs linked to your Account(s);
  - charge a dormant (inactive) fee: see the "Fees & Charges" document; or
  - stop paying interest or reduce the amount of interest.
- 5.23.3 In certain circumstances set out in our Constitution we may classify your deposit Account as dormant and we may redeem your member share.
- 5.23.4 If your Account(s) remains dormant for seven years, and you are a person aged 18 and over, we have a legal obligation to send balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money.
- 5.23.5 If your Account is not deemed dormant and/or membership is not deemed inactive but you have an Account that for a period of three months or more has had a balance of less than \$10, and no transactions have occurred on that Account during that period (other than transactions initiated by us, such as debiting fees and charges), we may deem your Account inactive and close the Account without prior notice to you. If we close an Account with a credit balance, we may transfer that balance to another one of your Accounts. If we close an Account that has a debit balance, we may collect recovery costs or transfer funds from any of your other Accounts to return your Account to a zero balance in accordance with clause 5.19.6.

## 5.24 Account Combination

- 5.24.1 In order for us to protect our legitimate business interests and provided we are acting reasonably we may without prior notice to you:
- combine the balances of any of your accounts with Heritage and People's Choice Limited (whether under the trading name 'Heritage Bank', the trading name 'People's Choice Credit Union', or another trading name); or
  - apply any credit balance or available funds in any of your accounts with Heritage and People's Choice Limited (whether under the trading name 'Heritage Bank', the trading name 'People's Choice Credit Union', or another trading name), or any amount we otherwise may owe you, towards satisfying any amount that you owe us, in any order we choose.
- We will notify you in writing if we do this.
- 5.24.2 This provision applies to all amounts, whether due or not or due contingently. This provision does not apply to formal trust Accounts.

## 5.25 Closing Accounts and Cancelling Access Facilities

- 5.25.1 Subject to any restrictions set out in the Summary of Accounts & Access Facilities Table you can close any Account or Access Facility at any time. However, you will have to surrender your Card(s) at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheques, EFT transactions and fees, if applicable.

- 5.25.2 You can cancel any Access Facility on request at any time. However, for Direct Debits you can contact your Biller or us to cancel any Direct Debit authority you have given to a Biller.
- 5.25.3 If you are closing your only Account, and do not have any other products with us, or obtain any other services from us, you will also have to resign your Membership and redeem your Member share, in which case you will be refunded any subscription price paid by you for your member share (if any).
- 5.25.4 We can close any Account for one or more of the following reasons:
- you breach the terms and conditions applying to your Account; or
  - you are not a Member, or you cease to be a Member; or
  - your Account balance falls below the minimum balance required for your Account type; or
  - you act in a threatening or abusive manner towards our staff; or
  - if we have reasonable grounds to believe that your Account is being used in connection with fraud, misuse or for an illegal purpose; or
  - if we have reasonable grounds to believe that there is a material risk of loss to you or us or we reasonably consider it necessary to manage any risk; or
  - the law says we can or must.

Unless there are exceptional circumstances (for example, to manage a material or immediate risk (including loss to you or us) or as required by law), we will give you at least 14 days written notice at the last address provided and pay you the balance of your Account.

- 5.25.5 If you do not abide by the terms and conditions applicable to an Account, we reserve the right to swap your account to an alternative Account type or close your Account as per 5.25.4 above.
- 5.25.6 We may cancel or suspend any Access Facility at any time. We may do this without giving you prior notice if you breach the terms and conditions that apply to your Access Facility or any related Account or if we consider that doing so is necessary to protect your or our interests (for example, for security reasons or to prevent fraud). Otherwise, we will give you reasonable prior notice.
- 5.25.7 We may cancel your Visa Card without prior notice, if you have not used it in the last 12 months.
- ## 5.26 Changes to Terms & Conditions
- 5.26.1 There may be times when we need to make changes to these Terms & Conditions. When we make changes, we will always act fairly and honestly towards you.
- 5.26.2 If we are required to give you notice of a change, it will be provided in writing. You will receive notice personally, or by advertisement in the national or local media as provided in the Notification of Change Table below. The period of notice we will provide is set out in the following Notification of Change Table.

- 5.26.3 Where permitted by law, we may give you a notice period that is shorter than set out in the Notification of Change Table below, or no notice, of an unfavourable change if we reasonably consider urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk or an immediate or material financial risk. We are not obliged to give you advance notice if we reasonably consider that the change is not adverse to you, we will notify you in writing before, or with, your next statement.
- 5.26.4 You may choose to close your Account or Access Facility due to a change made by us under this clause.
- 5.26.5 Subject to clause 5.26.9, the changes we may make, and how we will notify you of these changes, is set out in the Notification of Change Table below.
- 5.26.6 BPAY® and other payment systems that are used by some Access Facilities are owned and operated by third parties. If the rules and regulations of BPAY® or such other third party require that these Terms & Conditions be changed, in any way at any time, (including without prior or full notice to you) then, subject to any applicable laws or codes, we may change these Terms & Conditions accordingly.
- 5.26.7 You must promptly notify us if we advise you of our intention to increase any applicable transaction limits that apply to any of your Accounts or Access Facilities and you do not wish your limit to be increased. Otherwise, you will be deemed to have consented to the increase.

#### 5.26.8 Notification of Change Table

Type of change	Notice we must give	Manner of giving notice
a) Increasing any fee or charge	30 days	See clause 5.27
b) Adding a new fee or charge	30 days	See clause 5.27
c) Changing the minimum balance to which an Account keeping fee applies	30 days	See clause 5.27
d) Changing the method by which interest is calculated	30 days	See clause 5.27
e) Changing the frequency with which interest is credited or debited	30 days	See clause 5.27 or notice in a newspaper
f) Changing the balance ranges within which interest rates apply	30 days	See clause 5.27 or notice in a newspaper
g) increasing your liability for losses in relation to EFT Transactions	30 days	See clause 5.27
h) imposing, removing or adjusting daily or periodic limits in relation to EFT Transactions Note: If you do not want your daily limit on transactions via BPAY® or Visa Card to be increased, you must notify us before the effective date of the change.	30 days	See clause 5.27
i) Changing interest rates (other than interest rates linked to money market rates or some external reference rate)	Day of change	See clause 5.27 or notice in a newspaper

Type of change	Notice we must give	Manner of giving notice
j) In addition to our ability to make the changes outlined above, we can change any term and condition: <ul style="list-style-type: none"> <li>· if we reasonably consider that the change is not adverse to you</li> <li>· to comply with any law, standard, regulator guidance, decision of a court or ombudsman</li> <li>· if we consider it reasonably necessary to manage our regulatory, credit, security, reputational or financial risk</li> <li>· if we consider it reasonably necessary to reflect current industry or market products or conditions</li> <li>· if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission</li> <li>· if the change reflects changes to our business or technological systems</li> <li>· to introduce a new service or feature, or to modify or remove a service or feature</li> <li>· if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service</li> <li>· to protect us or any other person from the risk of fraud or illegal activity</li> <li>· if the change is otherwise reasonably necessary to protect our legitimate interests</li> </ul>	30 days	See clause 5.27 or notice in a newspaper

- 5.26.9 If there is a change to, or introduction of a government charge that you directly or indirectly pay as part of your banking service, we will tell you about this reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change.

#### 5.27 Notices and Electronic Communication

- 5.27.1 We may give you information and notices (each a 'communication') in any way the law allows us to. This includes by:
- post, to your address recorded in our membership records or to a mailing address you have given us;
  - if you are a registered Internet Banking user, notification or message sent to you within Internet Banking;
  - if you have downloaded one of our Mobile Banking apps, notification or message sent to you in the app;
  - email; or
  - SMS.

5.27.2 We may also give you a communication by making it available electronically (for example, by publishing it on our website) and notifying you that we have done so and how you can obtain the communication. However, we will not give you a communication in this way if you have notified us that you do not want to receive communications from us in this way. You can notify us that you do not want to receive communications from us in this way by contacting us. Unless you have elected to receive paper Account statements by post, you may still receive communications from us electronically where we include the communication in or with an Account statement which is given to you as an eStatement (see clause 5.21 above for more information about eStatements)

5.27.3 You must promptly notify us of any changes to your contact details and ensure the contact details we have for you are always current and correct.

## **5.28 Personal Accounts Identified as Commercial**

5.28.1 If we consider that you are operating a personal Account for commercial purposes we will give 30 days written notice to provide evidence that the Account is being operated only for personal use.

5.28.2 If you do not respond within this time we will assume that your membership is being operated for commercial purposes and change the terms of your Account at our reasonable discretion to reflect that it can be used for commercial purposes.

# **6. Complaints**

## **Your complaint matters**

6.1.1 If you are unhappy with your People's Choice experience and would like to make a complaint, there are a number of ways to let us know:

- Visit your nearest branch and talk to our staff
- Phone us on 1800 961 687 (free call)
- Email us at [complaints@peopleschoice.com.au](mailto:complaints@peopleschoice.com.au)
- Write to us at GPO Box 1942, Adelaide SA 5001
- Go to [peopleschoice.com.au/help-and-support/feedback-and-complaints](https://peopleschoice.com.au/help-and-support/feedback-and-complaints) to submit online
- Go to our Facebook, Instagram, LinkedIn or any other social media channels on which People's Choice is active, to submit via direct message

## **6.2 What happens when you make a complaint?**

We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away.

We aim to resolve all complaints within 21 days, especially if it involves financial hardship, a default notice or notice to postpone enforcement proceedings. However, in some cases it may take up to 30 days.

Your complaint may take a little longer to assess if we need more information or if your complaint is complex. In all cases we'll keep you updated on the progress.

If we can't resolve your complaint within 5 Business Days our final response will be provided in writing.

We may refer your complaint to our Complaints Resolution Team who will work with you to provide an outcome. If this happens, we'll let you know and give you the direct contact details for the staff member who will be managing your complaint.

## **6.3 Accessibility**

We can provide you with information about how we manage complaints in alternative formats and languages upon request.

If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727.

## **6.4 The Australian Financial Complaints Authority (AFCA)**

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

- Website: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Phone: 1800 931 678 (free call)
- Mail: GPO Box 3, Melbourne VIC 3001

Time limits may apply to complaints to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

# **7. Direct Debits, Auto Transfer Orders, Credit Card payments, Regular payments, Quick Debits and PayTo**

## **7.1 Direct Debits**

7.1.1 You can arrange for a third party to automatically debit funds from your Account through the Bulk Electronic Clearing System administered by the Australian Payments Clearing Association ("Direct Debit"). To commence a Direct Debit arrangement, you will need to enter into a Direct Debit Service Agreement with the person or organisation that will be debiting your Account. You should identify the Account to be debited by way of our BSB and your Account Number, otherwise the debit may not be able to be processed.

7.1.2 If you wish to cancel a Direct Debit arrangement, you can instruct us to cancel the Direct Debit on your behalf by providing written notice specifying the date you wish the Payment to cease. We also suggest that you notify the third party of your intention to cancel the arrangement.

7.1.3 We will take action to cancel a Direct Debit arrangement within one Business Day of receiving the request if you ask us to do so and we will not be responsible for any Payments deducted from your Account until the Direct Debit is cancelled.

- 7.1.4 We may at any time cancel or refuse to act on any Direct Debit authorisation if on any occasion the Available Funds in your Account are not sufficient to comply with your Payment authorisation and you may be charged a dishonour fee. However, we have discretion to allow the Direct Debit to be paid and to overdraw your Account for this purpose. If you overdraw your Account, we will charge you interest and/or fees (please refer to clause 5.19 Overdrawing an Account and the “Fees & Charges” document). We will not be liable for any cost, loss or damage incurred by you where we impose such a stop or cancellation or refuse to act on any Payments authorisation.
- 7.1.5 We will promptly investigate if you tell us that a Direct Debit arrangement was not authorised or is otherwise irregular.

## **7.2 Auto Transfer Orders**

- 7.2.1 You can arrange for us to make regular Payments to a third party on your behalf (through Internet Banking or in such a way as we agree) or we may acting reasonably choose to set up regular or one off transfers from one or more of your Accounts to one or more of your other Accounts with us (which may include one or more of your Accounts and/or accounts for credit contracts) to cover payment obligations you owe us (for example, for loan repayments). Such arrangements are known as (“Auto Transfer Orders”).
- 7.2.2 We are not required to obtain your consent or give you advance notice before we set up an Auto Transfer Order for transfers between your accounts but where we do not give you advance notice we will inform you promptly after doing so.
- 7.2.3 If you wish to change or cancel an Auto Transfer Order, you must do so through Internet Banking or in such other way as we agree. We may not reject your request to change or cancel an Auto Transfer Order. We will process any request you make within one Business Day of receiving the request. We will not be responsible for any payments deducted from your Account prior to the change or cancellation being processed by us.
- 7.2.4 We may amend an Auto Transfer Order for transfers between your accounts as we consider appropriate from time to time acting reasonably. We are not required to obtain your consent or give you advance notice before amending such an Auto Transfer Order but where we do so without giving you advance notice we will inform you promptly after doing so. For example, if an Auto Transfer Order has been set up to cover loan repayment obligations, we may amend it to reflect any changes to those repayment obligations.
- 7.2.5 We may, at our reasonable discretion, cancel an Auto Transfer Order we have chosen to set up (for example, you have set up a different arrangement to cover payment obligations you have to us). We are not required to obtain your consent or give you advance notice before we cancel an Auto Transfer Order we chose to set up, but where we do so without giving you advance notice we will inform you promptly after doing so.
- 7.2.6 If the Available Funds in your Account are not sufficient to comply with your Auto Transfer Order, we will check your Account balance for five consecutive Days for sufficient Available Funds to make the transfer. After this time if the amount is still unpaid, the transfer will be rejected and we will not attempt to make a further transfer until the next due date. A charge for the rejection may also apply if the rejection is in relation to an Auto Transfer Order arranged by you: see the “Fees & Charges” document.
- 7.2.7 If we are unable to make the Payment on five successive occasions (after five attempts on each occasion) we will cancel the Payment and may charge a fee as per the “Fees & Charges” document.

- 7.2.8 We are under no obligation to set up, amend (except at your request), cancel (except at your request) or update an Auto Transfer Order and it is your obligation to ensure that arrangements are in place to cover any payment obligations you have under any agreement with us in full and on time. It is your responsibility to contact us and cancel or request a change to an Auto Transfer Order where necessary (for example, if an Auto Transfer Order has been set up to cover loan repayment obligations and you want to make repayments in a different way).
- 7.2.9 We will not be liable for any cost, loss, damage or inconvenience incurred by you as a result of an Auto Transfer Order being set up, amended, suspended, cancelled, not updated to reflect changes to your repayment obligations to us or where we refuse to act on any Payments authorisation, except to the extent that any cost, loss, damage or inconvenience is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## **7.3 Visa Credit Card Monthly Transfer Payments**

- 7.3.1 You may request that regular payments be credited to your Credit Card Account from a nominated Account (“Visa Credit Card Monthly Transfer Payment”). You can request a set amount be transferred via an Auto Transfer Order (refer clause 7.2) or to retain interest free eligibility, request the end of the previous months balance be transferred.
- 7.3.2 The minimum monthly repayment due can also be requested.
- 7.3.3 As regular payments are not available from some types of Accounts, you should refer to the Summary of Accounts & Access Facilities Table (‘Auto Transfer Orders and BPAY®’ sections) of this document for further information on the availability of this service.
- 7.3.4 If there are not enough Available Funds, we will check your Account balance for five consecutive days for sufficient Available Funds to make the transfer. After this time if the amount is still unpaid, the transfer will be rejected and we will not attempt to make a further transfer until the next due date. A charge for the rejection may also apply (see the “Fees & Charges” document).
- 7.3.5 If we cannot make the transfer on five successive occasions (after five attempts on each occasion) we will cancel the transfer and may charge you a fee as per the “Fees & Charges” document. We will notify you in the event that this occurs.

### **End of month full balance transfers**

- 7.3.6 End of month full balance transfers will be processed on the last day of the month (including where the end of month falls on a weekend or public holiday). Any adhoc credits (ie cash deposits and refunds) made during the current month are not taken into consideration and the full outstanding balance from the previous month will be transferred. If there are not enough Available Funds on the last day of the month you will lose your interest free eligibility and will be charged overdraft interest (see your Visa Credit Card Offer and Loan Contract including the Lending Terms & Conditions).

### **Visa Credit Card and Overdraft Minimum Repayment Transfers**

- 7.3.7 You can request a Credit Card Account or overdraft minimum repayment transfer to pay the minimum repayment required on your Credit Card Account or Account with an overdraft facility on a monthly basis. This occurs on the last day of the month. If deposits have been made to the Account throughout the month that satisfies the minimum repayment due, the transfer will not occur.

### **Stopping a Visa Credit Card Monthly Transfer Payment**

- 7.3.8 To stop a Visa Credit Card Monthly Transfer Payment, you must provide advice to us at least one Business Day (in South Australia) before the end of the month. This advice can be provided over the phone if you have a Member Access Password (MAP) or Access Code (refer to clause 5.20). Where no MAP or Access Code is held, the advice must be made in writing.

### **7.4 Regular Payments**

- 7.4.1 Regular Payments can be either a recurring payment or an instalment payment to your Visa Card. A Regular Payment represents an agreement between you and a Merchant in which you authorise the Merchant to bill your Visa Card at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

#### **Maintaining Records**

- 7.4.2 You should maintain a record of any Regular Payment arrangement you elect to enter with a Merchant.

#### **Changing or cancelling Regular Payments**

- 7.4.3 To change or cancel any Regular Payment arrangement you should contact the Merchant prior to the next scheduled Payment. Until you attempt to cancel a Regular Payment arrangement we must accept the Merchant's transaction. You should retain a copy of your request to change or cancel a Regular Payment arrangement. Should the Merchant fail to act in accordance with your instructions, you may be able to dispute the Payment and we may be able to seek a Chargeback on your behalf (see clauses 11.4.8 to 11.4.14).

#### **Changing Card details**

- 7.4.4 Should your Card number be changed for any reason (e.g. as a result of a lost or stolen Card) you must request the Merchant to change the details of your Regular Payment arrangement to ensure arrangements continue. If you fail to do so, your Regular Payment arrangement may not be honoured by us and/or the Merchant may stop providing the goods and/or services.

#### **Closing your Visa Card Account**

- 7.4.5 Should you elect to close the Account linked to your Visa Card or your Account is closed by us, you should contact the Merchant to revise your Regular Payment arrangement as the Merchant may stop providing the goods and/or services.

### **7.5 Quick Debits**

- 7.5.1 You can arrange for us to make an automatic debit of a pre-registered Account (with another financial institution) to credit an eligible People's Choice loan Account which is in the same name by completing a Quick Debit request form.
- 7.5.2 New Quick Debits requests are only available on limited loan products with People's Choice (please ask us for up to date details of loan products in respect of which the Quick Debit Facility is available). Please be aware that direct debiting may also not be available on all Accounts with your other financial institution. You should check with your other financial institution whether direct debiting is available from your Account with them.

- 7.5.3 By signing a Quick Debit request, you authorise us to arrange for funds to be debited from your Account with the other financial institution ("FI Account"). We will only arrange for funds to be debited from your FI Account as authorised in the direct debit request. We will not issue individual confirmation of payments made.

- 7.5.4 If the debit day falls on a day that is not a Business Day (in New South Wales) we may debit your FI Account on the previous or following Business Day. If you are unsure about which day your FI Account has been or will be debited, please check with your financial institution.

- 7.5.5 If you wish to change or cancel a Quick Debit, you must provide thirty (30) days written notice specifying the changes and the date you wish such changes to operate from. We will comply with any request you make within one Business Day of receiving the request and will not be responsible for any Payments deducted from your Account prior to expiry of that period. Alternatively a notice can be provided to your financial institution.

- 7.5.6 If Available Funds in your FI Account are not sufficient to comply with your Payment authorisation, the Quick Debit may be dishonoured and a Quick Debit Dishonour Fee may be charged by us (please see the "Fees & Charges" document for more information). A fee and/or interest may also be charged by your financial institution with which the FI Account is held. It is your responsibility to ensure that there are sufficient clear funds available in your Account on a debit day to allow a debit payment to be made in accordance with the direct debit request. We will not be liable for any loss or damage you suffer as a result of there being insufficient clear funds in your FI Account or for any acts or omissions by your financial institution which prevent the Quick Debit taking effect, except to the extent that any loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

- 7.5.7 If there are insufficient clear funds in your FI Account to meet a debit payment you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your FI Account by an agreed time so that we can process the debit payment.

- 7.5.8 We may terminate your Quick Debit arrangement, at any time and in our reasonable discretion, by giving you fourteen days notice. If we believe that your circumstances have changed to the extent that we no longer consider you suitable to use our direct debit system, there is a security risk or the continuation of your Quick Debit arrangement may, in our reasonable opinion, jeopardise our direct debit system, we may terminate your Quick Debit arrangement immediately.

### **7.6 PayTo**

- 7.6.1 This clause 7.6 "PayTo" applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. See the Summary of Accounts and Access Facilities Table to determine whether PayTo is available for your Account.

- 7.6.2 PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

## Creating a Payment Agreement

- 7.6.3 You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account or the BSB and Account Number for your Account. You are responsible for ensuring that the PayID or BSB and Account Number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- 7.6.4 If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.
- 7.6.5 After we receive notification that a new Payment Agreement has been created for your Account we will notify you with the details of the Payment Agreement by email or SMS and ask you to confirm your approval of the Payment Agreement by contacting us. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.
- 7.6.6 If a Payment Agreement requires your approval within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide approval within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator or it may expire.
- 7.6.7 If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.
- 7.6.8 If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.
- 7.6.9 By approving a Payment Agreement, you:
- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and
  - acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
  - consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

## PayTo Payment

- 7.6.10 We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have approved the associated Payment Agreement.
- 7.6.11 By authorising a Payment Agreement you instruct us to make PayTo Payments from your Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.
- 7.6.12 It is your responsibility to ensure you have sufficient Available Funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient Available Funds in your Account at the time the PayTo Payment is requested.

## Amending a Payment Agreement

- 7.6.13 A Payment Agreement may be amended by the Merchant or Payment Initiator from time to time.
- 7.6.14 If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment by email or SMS and request that you approve or decline the amendment. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way. You may approve or decline amendment request presented for your approval.
- 7.6.15 We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.
- 7.6.16 If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.
- 7.6.17 Payment Agreement amendment requests which are not approved or declined within 7 days will expire. If you do not provide approval within that timeframe, the Payment Agreement amendment may expire and it will be treated as being declined by you.
- 7.6.18 You may instruct us to amend your name, PayID or BSB and Account details in a Payment Agreement. You can also amend your PayID or BSB and account details in a Payment Agreement by contacting us. Account details may only be replaced with a PayID or BSB and Account Number of an eligible Account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new Account details. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request that we amend the detail of the Merchant or Payment Initiator, or another party.

### **Pausing or resuming a Payment Agreement**

- 7.6.19 You can pause a Payment Agreement or resume a paused Payment Agreement by contacting us. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.
- 7.6.20 A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time we are notified that a Payment Agreement is paused or resumed by the Merchant or Payment Initiator. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way.
- 7.6.21 We may also pause any Payment Agreement that has been setup using a PayID if the PayID is locked or closed. If we do, we will resume the Payment Agreement once the PayID is unlocked or we obtain instructions from you that otherwise enable the Payment Agreement to be resumed (unless the Payment Agreement has since been cancelled). We will notify you if we pause or resume a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified each time we pause or resume a Payment Agreement.
- 7.6.22 While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.
- 7.6.23 Although pausing a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **Transferring a Payment Agreement**

- 7.6.24 It is not currently possible to transfer a Payment Agreement between Accounts with us and accounts with another financial institution. If you want to change a Payment Agreement to an account with another financial institution, you must contact the Merchant or Payment Initiator to create a new Payment Agreement with the new Account details.

### **Cancelling a Payment Agreement**

- 7.6.25 You can cancel a Payment Agreement at any time by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.
- 7.6.26 A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you if we are notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way.
- 7.6.27 We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.

- 7.6.28 Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **Migration of Direct Debit arrangements**

- 7.6.29 In the future it will be possible for Merchants and Payment Initiators to migrate Direct Debit arrangements to PayTo as a Migrated DDR. We will notify you when this becomes available.

### **General PayTo obligations**

- 7.6.30 We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 7.6.31 You must:
- i. ensure that you carefully consider any Payment Agreement creation request or amendment request made in respect of your Payment Agreement and promptly respond to such requests;
  - ii. ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
  - iii. not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
  - iv. where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
    - a. any swearing, profanity or offensive, discriminatory, threatening or abusive content;
    - b. any information that is confidential or must be kept secret;
    - c. sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
    - d. anything which infringes the intellectual property rights of any person; or
    - e. anything which is illegal or seeks to promote illegal activity;
  - v. comply with all applicable laws in connection with your use of PayTo;
  - vi. promptly notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
  - vii. promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;
  - viii. promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you; and

ix. comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

- 7.6.32 You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.
- 7.6.33 From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).
- 7.6.34 We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.
- 7.6.35 If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you and submit a claim, we will provide a formal response to your claim within 30 days. If the claim is founded, we will refund the PayTo Payment to your Account.

#### **Liability for PayTo**

- 7.6.36 To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:
- processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;
  - you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
  - you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
  - you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
  - any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service, except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these Terms and Conditions, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## **8. Financial Claims Scheme**

- 8.1** The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails. The FCS can only come into effect if it is activated by the Australian Government. Under the FCS, deposits are protected up to a limit of \$250,000 for each account holder. The FCS limit of \$250,000 is applied to the combined amount of an account holder's deposits with Heritage and People's Choice Limited (whether under the trading name 'Heritage Bank', the trading name 'People's Choice Credit Union', or another trading name). For joint accounts, deposits are shared equally between the account holders. For more information visit [www.fcs.gov.au](http://www.fcs.gov.au) or phone the APRA hotline on 1300 558 849.



## 9. Summary of Accounts & Access Facilities

Current Accounts	Everyday Living Account	Offset Account	Everyday Account	Dream Fund	Young Saver	Bonus Saver	Visa Credit Card	Business Access Account	Business Line of Credit	Business Online	Basic Everyday Living Account
Eligibility	Personal Members aged from 12 years	Eligible loans only	Personal Members aged from 12 years	Personal Members aged from 12 years	Personal Members under 18 years or younger	Personal Members aged from 12 years	Subject to lending criteria	Business and non-personal entities	Subject to lending criteria	Business and non-personal entities	Personal members aged from 12 years who meet eligibility requirements. See note 20
Minimum opening deposit	Nil	Nil See note 3	Nil	Nil	Nil See note 6	Nil See note 6	Nil	Nil	Nil	Nil	Nil
Minimum ongoing balance	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Funds available at call	✓	✓	✓	✓	✓ See note 14	✓ See note 14	✓	✓	✓	✓ See note 9	✓
Minimum withdrawal amount	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Transact using ATMs – Withdrawals	✓	✓	✓	X	X	X	✓	✓	✓	X	✓
Transact using ATMs – Deposits <sup>6</sup>	✓	✓	✓	✓	✓ See note 6	✓ See note 6	✓	✓	✓	✓	✓
Branch Access <sup>8</sup>	X	✓	✓	X	✓	✓	✓	✓	✓	X	✓
Visa Debit Card	✓	✓	✓	✓ Deposit only	X See note 13	X See note 13	Credit Card only	✓	✓	✓ Deposit only	✓
Contactless Enabled Mobile Device <sup>5</sup>	✓	✓	✓	X	X	X	✓	✓	✓	X	✓
Purchase goods and withdraw funds using EFTPOS	✓	✓	✓	X	X	X	✓	✓	✓	X	✓
Bank@Post <sup>3</sup>	✓	✓	✓	X	X	X	✓	X	X	X	✓
BPAY@	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Deposit funds automatically using direct credit	✓	✓	✓	✓	✓ See note 6	✓ See note 6	✓	✓	✓	✓	✓
Withdraw funds automatically using direct debit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internet Banking, Mobile Banking & Phone Banking (including International Money Transfers), if you are registered for this access <sup>1</sup>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Auto Transfer Orders <sup>1</sup>	✓	✓	✓	✓	✓ See note 6	✓ See note 6	✓	✓	✓	✓	✓
Withdraw funds using PayTo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Create PayID for an Account <sup>7</sup>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cash withdrawal limits (B=Branch; limit is per membership per day) <sup>4</sup>	ATM/EFTPOS - \$2000 per day per Card	B - \$5000 per day ATM/EFTPOS - \$2000 per day per Card	B - \$5000 per day ATM/EFTPOS - \$2000 per day per Card	\$0	B - \$5000 per day	B - \$5000 per day	B - \$5000 per day ATM - \$2000 per day per Card	B - \$5000 per day ATM/EFTPOS - \$2000 per day per Card	B - \$5000 per day ATM/EFTPOS - \$2000 per day per Card	N/A	B - \$5000 per day ATM/EFTPOS - \$2000 per day per Card
Statements sent <sup>2</sup>	Monthly or bi-annually (electronic)	Monthly	Monthly or bi-annually	Monthly or bi-annually (electronic)	Monthly or bi-annually	Monthly or bi-annually	Monthly	Monthly	Monthly	Monthly	Monthly or bi-annually
Minimum balance required to earn interest	N/A	N/A	N/A	N/A	Nil	Nil	N/A	N/A	N/A	Nil	N/A
Interest calculated on full daily closing balance	No interest paid	✓	No interest paid	✓ See note 5 and 21	✓ See note 5	✓ See note 5	No interest paid on credit balances	N/A	N/A	✓ See note 5	No interest paid
Interest paid on last day of each month	N/A	Interest offset against loan. See note 3	N/A	✓ See note 5 and 21	✓ See note 5	✓ See note 5	N/A	N/A	N/A	✓ See note 5	N/A
Optional overdraft	X	✓	✓	X	X	X	N/A	✓	X	X	X

(<sup>1</sup> See note 1 <sup>2</sup> See note 16 <sup>3</sup> See note 15 <sup>4</sup> See note 22 <sup>5</sup> See note 4 and 17 <sup>6</sup> See notes 10 and 11 <sup>7</sup> See note 18 <sup>8</sup> See note 19)

## 9. Summary of Accounts & Access Facilities [no longer available for new business]

Legacy Accounts	Zip Account	Club 55 Account	Activate Account	Line of Credit	Expenses Account	Online Saver	Christmas Savings	Business & Community Account	
Minimum opening deposit	Nil	Nil	Nil	Nil	Nil	Nil See note 6	Nil	Nil	
Minimum ongoing balance	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
Funds available at call	✓	✓	✓	✓	✓	✓ See note 7	✓ See note 12	✓	
Minimum withdrawal amount	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
Transact using ATMs – Withdrawals	✓	✓	✓	✓	✓	X	X	✓	
Transact using ATMs – Deposits <sup>4</sup>	✓	✓	✓	✓	✓	✓ See note 6	✓	✓	
Branch Access <sup>8</sup>	✓	✓	✓	✓	✓	X	✓	✓	
Visa Debit Card	✓	✓	✓ See note 4	✓	✓	✓ Deposit only	X See note 13	✓	
Contactless Enabled Mobile Device <sup>5</sup>	✓	✓	✓	✓	✓	X	X	✓	
Purchase goods and withdraw funds using EFTPOS	✓	✓	✓	✓	✓	X	X	✓	
Bank@Post <sup>3</sup>	✓	✓	✓	✓	✓	X	X	X	
BPAY <sup>®</sup>	✓	✓	✓	✓	✓	✓	✓ See note 12	✓	
Deposit funds automatically using direct credit	✓	✓	✓	✓	✓	✓ See note 6	✓	✓	
Withdraw funds automatically using direct debit	✓	✓	✓	✓	✓	✓	X	✓	
Internet Banking, Mobile Banking & Phone Banking (including International Money Transfers, if you are registered for this access)	✓	✓	✓	✓	✓	✓	✓ See note 12	✓	
Auto Transfer Orders <sup>1</sup>	✓	✓	✓	✓	✓	✓ See note 6 and 8	Credits only	✓	
Withdraw funds using PayTo	✓	✓	✓	✓	✓	✓	✓	✓	
Create PayID for an Account <sup>7</sup>	✓	✓	✓	✓	✓	✓	✓	✓	
Cash withdrawal limits (B=Branch; limit is per membership per day) <sup>4</sup>	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card	N/A	B – \$5000 per day	B – \$5000 per day ATM/EFTPOS – \$2000 per day per Card
Statements sent <sup>2</sup>	Monthly	Monthly or bi-annually	Monthly or bi-annually	Monthly	Monthly or bi-annually	Monthly or bi-annually	Monthly or bi-annually	Monthly	
Minimum balance required to earn interest	N/A	Nil	N/A	N/A	N/A	Nil	Nil	Nil	
Interest calculated on full daily closing balance	No interest paid	Portion in each tier. See note 2	No interest paid	No interest paid on credit balances	No interest paid	✓ See note 5	✓ See note 6	✓ See note 5	
Interest paid on last day of each month	N/A	✓ See note 2	N/A	N/A	N/A	✓ See note 5	Annually on 31 October	✓ See note 5	
Cheque book (not available for new business from 1 August 2023)	X	✓	X	✓	✓	X	X	✓	
Optional overdraft	✓	✓	✓	N/A	✓	X	X	✓	

<sup>1</sup>See note 1 <sup>2</sup>See note 16 <sup>3</sup>See note 15 <sup>4</sup>See note 22 <sup>5</sup>See note 4 and 17 <sup>6</sup>See notes 10 and 11 <sup>7</sup>See note 18

<sup>8</sup>See note 19)

## 9. Summary of Accounts & Access Facilities

(Refer to tables on page 48 to 51)

### Summary of Accounts & Access Facilities notes

**Note 1** Our standard Internet Banking daily limits are set out in the table below.

You can ask us to increase or decrease these limits by contacting us. It is at our reasonable discretion as to whether we accept or decline such a request.

Subject to clause 5.26 we may also increase or decrease the limits that apply to you at any time at our reasonable discretion without your consent. Where we are required to do so by the ePayments Code, we will notify you of such a change.

The standard Internet Banking daily limits set out in the table below will not affect any non standard limit we have agreed or otherwise set for you.

Limit Type	Limit Description Per Day	Limit Value
BPay® Payments	All BPay® Payments	\$100,000
International Money Transfers	All International Money Transfers	\$5,000
Internal Payments (member-to-member)	All Pay Anyone Payments from your Accounts to other accounts with us not within the same Membership	\$100,000
Internal transfers (within Membership)	All transfers between your Accounts with us (within the same Membership)	\$100,000
External Payments	The total of all: · Pay Anyone Payments made using a PayID; and · External Transfer Payments made using a BSB and account number	\$5,000

Transaction limits also apply to Home Banking. These may be customised. For information about transaction limits, please contact us.

**Note 2** Interest rates are calculated and paid on a stepped basis; the higher relevant interest rates are paid on that part of the balance, as at the End of Day only.

**Note 3** An Offset Account is a deposit or savings Account which is designed to help you reduce the interest which accrues on a home loan.

3.1 Offset Accounts can only be linked to selected People's Choice home loans. You can find out which home loans are eligible for an Offset Facility ("Eligible Loans") by contacting us. Offset Accounts cannot be linked to loans used for commercial purposes.

3.2 If you have an Eligible Loan, you can request an Offset Account. We are under no obligation to approve your request and may accept or reject your application at our reasonable discretion.

3.3 Acting reasonably and in accordance with our legitimate business interests, if we approve your request for an Offset Account, we may at any time, on reasonable notice to you, remove the link between your Offset Account and your Eligible Loan or impose a limit on the maximum credit balance on which the notional interest may be calculated. We may not be able to give you advance notice where we need to manage an immediate or material risk. If we remove the link we will then not calculate interest on your Eligible Loan by taking into account interest notionally calculated on your Offset Account. If we impose a limit, we will only deduct from the interest notionally calculated on your Eligible Loan the interest notionally calculated on the limit we impose. We may by further notice to you reinstate the link or remove the limit. From

the time we remove the link until the time we reinstate it or from the time we impose a limit until the time we remove it the Account will receive nil interest.

3.4 All account holders on the Offset Account must be borrowers in respect of the Eligible Loan. An Offset Account cannot be linked to an Eligible Loan if there is an accountholder that is not a borrower.

3.5 If you have an Offset Account linked to an Eligible Loan, the daily interest charged to the Eligible Loan will be reduced by an amount equal to the balance in the Offset Account, or if your Offset Account balance exceeds the unpaid balance of your Eligible Loan, the unpaid balance of your Eligible Loan multiplied by the daily percentage rate applicable to the Eligible Loan.

3.6 While you have an Offset Account in place, you will not earn any credit interest on the balance held in your Offset Account. This applies even if the balance in your Offset Account exceeds the unpaid balance of your Eligible Loan.

3.7 The interest rate which we set is used only to calculate the interest owing to us under your Eligible Loan. For example, if you do not have an Eligible Loan linked to your Offset Account then you do not earn interest on your Offset Account.

Also, if the interest rate notionally applicable to your Offset Account is more than the interest rate on your Eligible Loan, we will then only use the interest rate on your Eligible Loan to calculate the notional interest of your Offset Account.

3.8 We may at any time change the terms of your Offset Account to reflect the terms of an Everyday Account if there is no Eligible Loan in your name for the Offset Account to be linked to at the time the Offset Account is opened or if the Eligible Loan linked is repaid in full.

3.9 We will only recalculate the interest on your Eligible Loan each day you have in your Offset Account the minimum balance we set from time to time.

3.10 You acknowledge that we have not given you any advice on taxation or other issues relating to the Offset Account and we recommend that you obtain independent advice on how the arrangement can be used to maximum benefit in your personal circumstances.

**Note 4** Visa Debit Card access allowed aged from 10 years subject to clause 5.9. Upon first use of this Card you are agreeing to the Terms & Conditions as they relate to Visa Debit Cards at this time. Upon turning the age of 25, your Activate Account may be converted to an Everyday Account or Everyday Living Account. Applicable fees and charges will apply to the Everyday Account or Everyday Living Account on conversion as set out in our "Fees & Charges" document.

**Note 5** Interest is calculated daily on the full balance of the Account at the End of Day.

**Note 6** Where a deposit is dishonoured for any reason, bonus interest will be lost in the month that the deposit is dishonoured.

**Note 7** Funds can only be accessed via Internet Banking or Phone Banking. If you make NO withdrawals in the calendar month, we will pay you Bonus Interest. Details of our current base and bonus rates can be accessed via our Website.

**Note 8** Only Auto Transfer Orders set up and maintained by you via Internet Banking or Phone Banking.

**Note 9** Funds can only be accessed via Internet Banking or Phone Banking.

**Note 10** ATM cash deposits may only be made at People’s Choice Deposit ATMs and limits may apply – see clause 5.12.5 for more details. ATM cheque deposits may only be made at People’s Choice Deposit ATMs and limits apply – see clause 5.13.3. Our ATM cheque deposit limits, per Card, are set out in the Table below:

Transaction Type	Limit
Per Cheque	\$1,500
Cumulative daily Cheque Value	\$1,500

We may increase or decrease the ATM deposit limits that apply to you at any time, at our reasonable discretion, without your consent. Where we are required to do so under law or code that applies to us, we will notify you of changes to our ATM cheque deposit limits.

**Note 11** Not all People’s Choice Deposit ATMs are able to accept deposits.

**Note 12** During the withdrawal access period between 1 November and 31 January each year, two free Branch/Agency withdrawals and direct debits per month and unlimited free BPAY® payments, Internet and Phone Banking transfers are allowed. Withdrawals are allowed outside this access period, however a charge may apply: please refer to our “Fees & Charges” document.

**Note 13** Any withdrawal from the account will result in the loss of all bonus interest for the calendar month in which the withdrawal is made.

**Note 14** Where no withdrawals are made and a minimum deposit of \$50.00 (Bonus Saver) or \$5.00 (Young Saver) is made by you or on your behalf during the calendar month we will pay you bonus interest. Only deposits made to the account by you or on your behalf will be considered within the minimum deposit criteria, for example cash deposits and payroll credits. Deposits made on the last day of the month must be made by the End of Day to qualify for bonus interest in that calendar month. Bonus interest will not be earned for the first month where an account has been swapped from another savings account to a Bonus Saver or Young Saver account unless the minimum deposit criteria has been satisfied on or after the date of product swap with no withdrawals. Details of our current base and bonus rates can be accessed via our Website.

**Note 15** Where an Account allows Visa facilities, ATM, EFTPOS, Bank@Post, Internet Banking, Phone Banking and BPAY® access, they are only available where the Account requires only one signature for withdrawals.

**Note 16** Statements will be issued bi-annually except where the following services are attached to your Account, then your statement will be issued monthly:

- Visa Debit Card;
- Overdraft facility; or
- Term Deposit Account with term less than six months.

You may request for your statements to be sent monthly if you do not qualify via the above services. Fees may apply to a more frequent statement. Please refer to our “Fees & Charges” document.

If you have a Zip Account, Everyday Living Account or Dream Fund, all statements will be sent electronically.

**Note 17** All accounts available to personal Members that allow Card access can also be accessed via a Digital Wallet if a compatible Contactless Enabled Card has been issued with access to the Account.

**Note 18** A PayID can also be created for Credit Card, Line of Credit and Transaction and Savings Accounts no longer listed in the Summary of Accounts and Access Facilities Table (no longer on offer for new accounts). A PayID can be created for a Home Loan or Personal Loan.

**Note 19** Certain transactions may not be able to be carried out through the National Contact Centre and not all branches cater for all transaction types or provide all the services we offer (for example, withdrawals and deposits cannot be made at cashless branches).

19.1 Unless we agree otherwise, or one of the exceptions in 19.2 apply, the following services are not available as staff assisted in branch or via our National Contact Centre:

- Balance enquiries
- Transaction Listings
- Transfers (setting up, modifying or cancelling)
- Transfer orders (setting up, modifying or cancelling)

19.2 The services set out in 19.1 are available as staff assisted in branch or via our National Contact Centre if we are legally required to provide such staff assisted services or you require staff assistance because:

- you reside in a remote location where accessing these services through other channels is not reasonably available (for example, you don’t have internet coverage);
- you have special needs (for example, because of your age or a disability, because you are an indigenous person, because English is not your first language, because you are unfamiliar with financial products or services or because you have limited literacy);
- you are in a vulnerable situation (for example, domestic violence, elder abuse, mental illness);
- other channels to access these services are not reasonably available to you (for example, there is an Internet Banking or Mobile Banking access issue); or
- we have placed access restrictions on your Account so other channels to access these services are not reasonably available to you.

**Note 20** You are eligible for a Basic Everyday Living Account if you hold a:

- Seniors Concession card;
- Pensioner Concession card;
- Centrelink Health Care card ; or
- Repatriation Health card (Department of Veterans’ affairs),

and, acting reasonably, we are satisfied that you may have difficulty using a transaction account that can only be accessed electronically. You will be required to provide us with your Centrelink or Veterans’ Affairs number. By applying to open the Account you consent to us confirming with the relevant Commonwealth agency (such as Centrelink or Veterans’ affairs) that you hold one of the cards listed above.

If you cease to hold a current eligible card you will no longer be eligible for a Basic Everyday Living Account and we may, by giving you notice, convert your account to an Everyday Living Account.

**Note 21** When the closing balance of your account on the last day of the month, excluding any interest credited to your account on that day, is greater than the opening balance of your account for that month, we will pay you bonus interest (this means we will calculate interest at a bonus rate in relation to that month). Bonus interest will not be earned for the first month where an account has been swapped from another savings account to a Dream Fund account unless the closing balance of the account on the last day of the month (prior to interest posting) is greater than opening balance for that month, regardless of the date of product swap. The opening balance of the account is determined on the first day of the month, after the conclusion of End of Day processing and interest posting for the month prior. Details of our current base and bonus rates can be accessed via our Website.

**Note 22** Where a branch allows over the counter cash withdrawals, a maximum withdrawal limit of \$50.00 per day in coins applies. Coin withdrawals may not always be available and will be authorised entirely at our discretion.

## 10. Mobile Banking Terms & Conditions

- 10.1 The Terms & Conditions in this clause 10 (“Mobile Banking Terms”) apply to you if you access or use Mobile Banking.
- 10.2 Mobile Banking is only available to current registered users of Internet Banking.
- 10.3 Not all Devices may be capable of accessing and using Mobile Banking and all Internet Banking services and features may not be available for Mobile Banking.
- 10.4 The features available to you via Mobile Banking, the way in which you can access and use Mobile Banking, and the transactions you can conduct by Mobile Banking may differ depending on the Device and the version of our Mobile Banking application you are using and may change from time to time without notice to you.
- 10.5 You are responsible for obtaining a compatible Device to use our Mobile Banking service.
- 10.6 Any conditions of use and charges relating to a Device or the use of any telecommunications networks to access Mobile Banking are your responsibility. We are not liable or responsible for any costs you incur in relation to your use of a Device to access Mobile Banking or loss or damage to a Device resulting from your access or use or attempted access or use of Mobile Banking, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 10.7 We may disable or remove your ability to access Mobile Banking at any time in accordance with clause 5.25.6.

### Logging in and registering your Device

- 10.8 You may only access and use Mobile Banking on a Registered Mobile Device.
- 10.9 To register a compatible mobile Device as a Registered Mobile Device you must:
- Download the latest version of our Mobile Banking application for your type of mobile Device;
  - Open the Mobile Banking application and log in using your Member Number and Internet Banking password; and
  - Authorise the registration of your mobile Device using Second Tier Authentication.

10.10 If you delete the installation of our Mobile Banking application from a Registered Mobile Device you will be required to re-register your Device.

10.11 After you have registered your Device, we may allow you to set an access code in the Mobile Banking application (‘App PIN’) which you can use to log in to Mobile Banking on that Registered Mobile Device in the future. We may reset your App PIN, require that you set a new App PIN or cease to allow you to log in using an App PIN at any time.

10.12 If you have a compatible Device, we may allow you to log in to Mobile Banking and authorise transactions or actions using Biometric Verification functionality provided by your Device. If you want to use Biometric Verification with Mobile Banking you will first need to log in to Mobile Banking using your Member Number and Internet Banking password or App PIN and then enable the functionality within the application settings. You will also need to follow the relevant procedures to register and store your biometric information on your Device for Biometric Verification purposes.

On some Devices, if you enable Biometric Verification for Mobile Banking on the Device you may also be able to log in to Mobile Banking on the Device using the password, passcode or security code you have set on the Device for the purpose of ‘unlocking’ or otherwise securing use of the Device (‘Device Passcode’).

10.13 You must not enable Biometric Verification for Mobile Banking on a Registered Mobile Device if any biometric information of a person other than you is registered on that Device for Biometric Verification purposes or if you are aware or suspect that another person knows your Device Passcode. You must ensure that no biometric information of any other person is registered or stored on a Registered Mobile Device for Biometric Verification purposes while Biometric Verification is enabled for Mobile Banking. With Biometric Verification enabled for Mobile Banking, subject to the ePayments Code:

- you will be liable for all transactions conducted on the Registered Mobile Device including any Unauthorised Transactions conducted by any person with their biometric information registered on the Registered Mobile Device for Biometric Verification purposes or who knows your Device Passcode;
- we will not be responsible for any loss you suffer as a result of any Unauthorised Transaction conducted by a person who has their biometric information registered on the Registered Mobile Device for Biometric Verification purposes or who knows your Device Passcode, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents); and
- any person with their biometric information registered on the Registered Mobile Device for Biometric Verification purposes or who knows your Device Passcode will have access to your personal information that is available by Mobile Banking.

10.14 You must keep your App PIN and your Device Passcode secure and not disclose either to any person. You must promptly notify us and change your App PIN and Device Passcode if you become aware or suspect that either your App PIN or Device Passcode has become known to another person.

10.15 You must notify us on becoming aware, if you have set an App PIN or have enabled Biometric Verification on a Registered Mobile Device and the Device is lost or stolen.

10.16 You must notify us on becoming aware, if your Device with a VIP Access App installation or an Access Token that is registered to your Membership is lost or stolen.

## **Deregistering your Device**

10.17 You may deregister a Registered Mobile Device:

- In Mobile Banking on the Registered Mobile Device;
- In Internet Banking accessed through an internet browser; or
- By calling us on 13 11 82 and requesting that we deregister your Device.

If you deregister a Registered Mobile Device through Mobile Banking or Internet Banking we may require that you authorise the deregistration using Second Tier Authentication. Deregistering a device can also be completed by calling us on 13 11 82 or visiting your local branch.

## **11. EFT Access Facilities and EFT Conditions of Use**

The terms and conditions contained in clauses 11 to 13 of these Terms & Conditions represent the "EFT Conditions of Use" and apply to use of our EFT Access Facilities. The other Terms & Conditions of this document also apply but only to the extent not inconsistent with the EFT Conditions of Use.

### **11.1 Introduction and description of EFT Access Facilities**

11.1.1 Our EFT Access Facilities are:

- Visa Card;
- BPAY®;
- Digital Wallet
- Internet Banking; and
- Phone Banking.

11.1.2 You can access an Account using any of the EFT Access Facilities which are available for the Account type and which are enabled.

11.1.3 Please refer to:

- the Summary of Accounts & Access Facilities Table for the EFT Access Facilities available for each Account type; and
- the "Fees & Charges" document for fees and charges in relation to EFT Access Facilities & transactions.

#### **Important information you need to know before using any EFT Access Facility**

11.1.4 Before you use any EFT Access Facility you must:

- familiarise yourself with your obligations to keep your Cards, Contactless Enabled Mobile Devices, Codes, PINs and passwords secure;
- familiarise yourself with the steps you have to take to report loss or theft of your Visa Card, Contactless Enabled Mobile Device or to report unauthorised use of your Visa Card, Contactless Enabled Mobile Device, BPAY®, Internet Banking or Phone Banking;
- check your statements regularly for any unauthorised use;
- always access Phone Banking or Internet Banking using the official phone numbers and URL addresses contained in the How to Contact Us clause of this document; and
- always reject any request to provide or to confirm details of your PIN or password. We will never ask you to provide us with these details.

11.1.5 If you fail to ensure the security of your access Card, Contactless Enabled Mobile Device, Codes, PIN or passwords, you may increase your liability for any Unauthorised Transactions. If you fail to promptly report any security breaches on your Account, you may increase your liability for any Unauthorised Transactions.

#### **Keeping records is important!**

Please make sure that:

11.1.6 You retain all transaction receipts;

11.1.7 You record all transaction or receipt numbers generated when using BPAY®, Internet Banking or Phone Banking;

11.1.8 You keep these records until you have reconciled your periodic statements;

If you ever need to trace a transaction, it will help if you can give us transaction receipts and transaction or receipt numbers.

#### **Visa Card**

11.1.9 Visa Card allows you to make purchases at any retailer displaying the Visa Card logo anywhere in the world. You can also withdraw cash from your Account, anywhere in the world, using an ATM displaying the Visa Card logo. We will provide you with a PIN to use with your Visa Card. Visa Card also allows you to:

- check your Account balances;
- withdraw cash from your Account;
- transfer money between Accounts.

11.1.10 We may choose not to give you a Visa Card for any reason including if, in our reasonable opinion, your financial history is not satisfactory, or if you are under 12 years for Visa Debit Cards or under 18 years for Visa Credit Cards.

#### **Visa Benefits**

11.1.11 From time to time, Visa may make Visa Benefits available to cardholders issued with a Visa Card or specific type of Visa Card (such as our Business Visa Debit Card). Visa Benefits are not available for all Visa Card cardholders.

11.1.12 Visa Benefits may change from time to time without notice to you. We will use our best endeavours to advise you of any applicable terms and conditions that apply to any particular Visa Benefit that we may advertise or promote but will not be liable to you if any particular Visa Benefit is withdrawn or the terms on which it is offered are changed.

11.1.13 Visa Benefits are provided or arranged by Visa and not People's Choice. We are not responsible in any way for the Visa Benefits or liable for any loss, damage, costs or expense you suffer or incur in relation to the Visa Benefits. We do not make any representations and warranties (express or implied) as to the Visa Benefits, the providers of Visa Benefits or the merchantability or fitness for purpose of the Visa Benefits.

11.1.14 Details of the Visa Benefits and any eligibility criteria that may apply to the Visa Benefits are available from us on request.

#### **Digital Wallet**

11.1.15 Digital Wallet enables you to register certain types of Contactless Enabled Cards in your Device to make Contactless Payments.

11.1.16 Not all types of Contactless Enabled Cards can be registered in a Digital Wallet. We may decide which types of Contactless Enabled Cards are compatible with different types of Digital Wallets from time to time. You can find out which types of Contactless Enabled Cards are compatible with different types of Digital Wallets at any time by asking us.

11.1.17 Once we allow you to register your Contactless Enabled Card in a Digital Wallet your Device will become a Contactless Enabled Mobile Device. For some Digital Wallets (e.g. Apple Pay) if a new Contactless Enabled Card is issued to replace a Contactless Enabled Card that has been registered in a Digital Wallet, the new card will automatically be registered in the Digital Wallet. Other Digital Wallets may require replacement Contactless Enabled Cards to be re-registered in the Digital Wallet before they can be used.

11.1.18 A Digital Wallet with a registered Contactless Enabled Card may be used to make Payments at any Merchant that accepts Contactless Payments subject to any applicable transaction limits as stated in the Summary of Accounts & Access Facilities Table or any transaction limits imposed by the Merchant.

### **BPAY®**

11.1.19 BPAY® allows you to pay bills bearing the BPAY® logo, through Internet Banking.

### **Phone Banking and Internet Banking**

11.1.20 Phone Banking and Internet Banking give you access to your Account by telephone, computer or a device linked to the Internet. Phone Banking and Internet Banking allow you to obtain information about your Account and to transfer money between People's Choice branded Accounts. Additionally, Internet Banking allows you to transfer money to Accounts of a different brand at other financial institutions, to make BPAY® payments and to initiate International Money Transfers. See clause 13.1 for further terms and conditions in relation to Phone Banking and Internet Banking.

## **11.2 EFT Transactions out of your Account - Limits**

11.2.1 We limit the amount of EFT Transactions you may make during any one Day or other period, either generally or in relation to a particular Access Method or particular types of EFT Transactions. These transaction limits are set out in the Summary of Accounts & Access Facilities Table.

11.2.2 Please note that Merchants, Billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

11.2.3 We may reduce transaction limits to zero if, in our reasonable opinion, there are security reasons for doing so.

11.2.4 Increases to transaction limits may be available to members on request and at our reasonable discretion.

## **11.3 Processing EFT Transactions**

11.3.1 We will debit the value of all withdrawal EFT Transactions and credit the value of all deposit EFT Transactions to or from your Account in accordance with your instructions when the appropriate Access Method is used.

11.3.2 If you close your Account before an EFT Transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT Transaction.

11.3.3 Transactions will not necessarily be processed to your Account on the same day.

## **Denying, rejecting or delaying EFT Transactions**

11.3.4 We may deny, reject or delay processing of any EFT Transaction where we are legally required to do so or we reasonably believe doing so is necessary to protect your or our interests. For example, without limitation, we may do so where:

- we suspect the EFT Transaction has not been authorised by you or a relevant Third Party Operator;
- we believe the EFT Transaction is part of or related to fraudulent or illegal activity; or
- The person whom the funds are being transferred to or from is listed on an Australian Government regulator's list of known scams or companies you should not deal with (for example, see [www.asic.gov.au](http://www.asic.gov.au) or [www.moneysmart.gov.au](http://www.moneysmart.gov.au)).

You agree that we will not be liable to you or any other person for any loss or damage suffered as a result of us denying, rejecting or delaying processing of an EFT Transaction, except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Nothing in this clause requires us to deny, reject or delay processing of any EFT Transaction authorised by you or a Third Party Operator.

## **11.4 Liability for unauthorised EFT Transactions General liability for unauthorised EFT Transactions**

11.4.1 You are liable for all losses caused by an unauthorised EFT Transaction unless any of the circumstances specified in this clause apply.

11.4.2 You are not liable for losses caused by unauthorised EFT Transactions:

- where it is clear you have not contributed to the loss;
- that are caused by the fraudulent or negligent conduct of employees or agents of:
  - us;
  - any organisation involved in the provision of the EFT system or BPAY®;
  - in the case of Visa Card or Digital Wallet transactions – any Merchant;or
- in the case of BPAY® – any Biller;
- relating to a forged, faulty, expired or cancelled Access Method or any part of the Access Method;
- that are caused by the same EFT Transaction being incorrectly debited more than once to the same Account;
- that are made using:
  - your Account number or Card number without your PIN, password or Code; or
  - a Card or Device without your PIN, password or Code, unless you unreasonably delay notifying us of the loss or theft of the Card or Device;

- resulting from unauthorised use of your Access Method or any part of your Access Method:
- before you receive all parts of your Access Method necessary for that unauthorised EFT Transaction; or
- after you notify us in accordance with clauses 12.4 and 12.5 that your Access Method or any part of your Access Method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your Code, PIN or password has been breached.

#### **Liability for EFT Transactions occurring prior to notification of loss**

11.4.3 You will be liable for any loss of funds arising from unauthorised EFT Transactions if the loss occurs before you notify us that your Access Method or any part of your Access Method has been misused, lost or stolen or used without your authorisation, or where relevant, the Code, PIN or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:

- your fraud or, where relevant, your failure to keep the PIN or password secure in accordance with clause 11.7; or
- unreasonable delay in notifying us of the misuse, loss, theft or unauthorised use of the Access Method or any part of your Access Method or where relevant, of the Code, PIN or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

11.4.4 However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
- all losses incurred on any Account which you had not agreed with us could be accessed using the Access Method.

#### **Limitation of liability for EFT Transactions occurring prior to notification of loss**

11.4.5 Where a Code, PIN or password is required to perform the unauthorised EFT Transaction (and clauses 11.4.3, 11.4.4 and 11.4.6 do not apply) your liability for any loss of funds arising from an unauthorised EFT Transaction, if the loss occurs before you notify us that your Access Method or any part of your Access Method has been misused, lost, stolen or used without your authorisation, or where relevant, the Code, PIN or password has become known to someone else, is the lesser of:

- \$150;
- the balance of your Account, including any prearranged credit; and
- your actual loss at the time you notify us that your Access Method or any part of your Access Method has been misused, lost, stolen or used without your authorisation, or where relevant, of the Code, PIN or password 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 your Account).

#### **Liability for EFT Transactions due to Card left in ATM**

11.4.6 You are liable for losses from unauthorised EFT Transactions that occur because you, or someone authorised by you, leaves your Card in an ATM provided that the ATM incorporates reasonable safety standards that mitigate the risk of unauthorised Cards being left in the ATM.

#### **Liability for EFT Transactions due to breach of Terms & Conditions**

11.4.7 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 these Terms & Conditions or acted negligently or fraudulently.

#### **Unauthorised BPAY® transactions**

11.4.8 In the case of BPAY®, if you notify us that a BPAY® payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY® payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.

#### **Chargeback of Visa transactions**

11.4.9 In some circumstances, Card scheme rules allow us to charge a disputed Visa transaction back to the Merchant with whom you made the transaction.

11.4.10 We will exercise a chargeback right (if the right is available) for a disputed transaction if you ask us to do so.

11.4.11 Our ability to exercise a chargeback right on your behalf is limited to the Card scheme rules. The time frames vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a disputed transaction.

11.4.12 The time frame for disputing a transaction may not apply to reporting unauthorised EFT Transactions covered by the ePayments Code.

11.4.13 We cannot exercise a right of chargeback if the right does not exist.

11.4.14 Any right of chargeback we may have under Card scheme rules may be lost if you do not:

- inform us promptly that you wish to dispute a Visa transaction; and
- provide us with any information or material we require to support a chargeback.

Despite any of the above provisions, your liability will not exceed your liability under the ePayments Code.

#### **11.5 Liability for non-EFT Visa transactions**

If you unreasonably delay notifying us of the loss, misuse or theft of your Visa Card or Device, you will be liable for Unauthorised Transactions made on your Visa Card without use of your PIN or Contactless Enabled Mobile Device and that occur before you report the loss of your Visa Card or Contactless Enabled Mobile Device (as is relevant) to us.

#### **11.6 Malfunction**

11.6.1 You will not be responsible for any loss you suffer because the Home Banking System, BPAY®, or an EFT terminal accepted your instructions but failed to complete an EFT Transaction.



11.6.2 However, if there is a breakdown or interruption to our Home Banking System or any BPAY® system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

### **11.7 Security of Cards, Contactless Enabled Mobile Devices, PINs, Codes and passwords**

11.7.1 The security of your Cards, Contactless Enabled Mobile Devices, PINs, Codes and passwords is very important because they give access to your Account. You must make every effort to protect the Card, Contactless Enabled Mobile Device, PIN, Code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the Access Method.

#### **Ensuring security of the Card, Contactless Enabled Mobile Device and PIN**

11.7.2 We recommend that you

- sign a Card as soon as you receive it;
- keep the Card in a safe place;
- if you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- never write the PIN on the Card;
- never write the PIN on anything that is kept with or near the Card;
- never lend the Card or Contactless Enabled Mobile Device to anybody;
- never tell or show the PIN to another person;
- use care to prevent anyone, including your family or friends, seeing the Card number and PIN being entered at Electronic Equipment;
- promptly report the loss, theft or unauthorised use of the Card or Contactless Enabled Mobile Device to us or the CARD HOTLINE;
- keep a record of the Card number and the CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- examine your periodical statement promptly upon receiving it to identify and report, as soon as possible, any instances where the Card or a Contactless Enabled Mobile Device has been used without your authority; and
- promptly notify us of any change to your address.

These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for EFT Transactions will be determined in accordance with clause 11.4 of these Terms & Conditions and the ePayments Code.

#### **Ensuring the security of other Access Methods**

11.7.3 This clause will apply if your Access Method uses a Code such as a PIN, Access Code, MAP or Secure Code. You must look after your Code at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

11.7.4 We will provide you with a PIN to use a Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Card.

11.7.5 On request, and subject to these Terms & Conditions, we will provide you with Access Codes to use for Phone Banking and Internet Banking, which you can change.

11.7.6 In addition to using your Access Codes, we may require Second Tier Authentication for you to authorise and complete some types of transactions or actions in Internet Banking, to further protect you against the risk of unauthorised access to or use of your Accounts. We may, in our reasonable discretion, determine the types of transactions or actions in Internet Banking for which Second Tier Authentication is required (which may change from time to time without notice to you) and the form or forms of Second Tier Authentication that may be used for any given transaction or action. For example, some of the types of Internet Banking transactions and actions that may require Second Tier Authentication include:

- Making a Payment to an account or biller you have not made a Payment to previously;
- Changing your address or other contact details;
- Resetting your Internet Banking password;
- Registering a new Registered Mobile Device or registering a new VIP Access App or Access Token to your Membership;
- Creating, updating, locking, unlocking and closing a Payld for an Account;
- Deregistering a Registered Mobile Device, VIP Access App or Access Token

11.7.7 If we have determined that Second Tier Authentication is required to complete a transaction or action, we will not accept your instruction for that transaction or action unless you authorise the transaction or action using the form, or one of the forms, of Second Tier Authentication we require.

11.7.8 We may require one or more of the following forms of Second Tier Authentication:

- People's Choice Secure Code
- Secure Code Push Notification

#### **Second Tier Authentication by Secure Code Push Notification**

11.7.9 If you try to conduct a transaction or action in Internet Banking for which we advise that a Second Tier Authentication is able to be conducted by Secure Code Push Notification, we will send a push notification to each:

- Registered Mobile Device; and
- Mobile Devices with the VIP Access App installed, which has been linked to your Membership, requesting that the transaction or action be authorised. You authorise or reject the transaction or action when you select 'Allow or Deny' on the push notification respectively. The push notification will only be sent to a Device if push notifications are enabled on the Device and the Device is connected to the internet. If you have multiple Registered Mobile Devices or mobile Devices with the Access App installed, which have been registered to your Membership, we may choose to send the push notification to only a limited number of the Devices (e.g. the first five Registered Mobile Devices).

#### **Second Tier Authentication by People's Choice Secure Code.**

11.7.10 You may generate a Secure Code for Second Tier Authentication by People's Choice Secure Code using:

- Our Mobile Banking application on a Registered Mobile Device (Note: you do not need an active Internet connection to generate a Secure Code);

- A VIP Access App installation that has been registered to your Membership; and
- An Access Token that has been registered to your Membership.

We may impose limits on the numbers of devices you may register and use to generate a Secure Code for your Membership at any time.

- 11.7.11 To register a VIP Access App to your membership you will need to:
- Download and install the VIP Access App;
  - Log in to Internet Banking through an internet browser application and register the VIP Access App; and
  - Authorise the VIP Access App registration by Second Tier Authentication.
- 11.7.12 To register an Access Token to your membership you will need to:
- Obtain an Access Token (you may purchase an Access Token from any People's Choice branch upon payment of the applicable fee set out in our Fees & Charges document);
  - Log in to Internet Banking through an internet browser application and register the Access Token; and
  - Authorise the Access Token registration by Second Tier Authentication.
- 11.7.13 If you are registering a Registered Mobile Device, a VIP Access App or an Access Token and do not have any other existing Registered Mobile Device or registered VIP Access App or Access Token to enable you to authorise the registration using Second Tier Authentication:
- If we have a mobile number recorded for you in our banking system, we will generate a One Time Passcode to enable you to authorise the registration and send it to that mobile number by SMS; or
  - You can call us on 13 11 82 and request that we generate a One Time Passcode for you and give it to you verbally over the phone to authorise the registration.
- 11.7.14 You may not register a VIP Access App installation or Access Token to your Membership if you already have a total of 5 (or such other number as we may notify you from time to time) Registered Mobile Devices, VIP Access App installations or Access Tokens registered to your Membership.
- 11.7.15 All terms and conditions in these Terms & Conditions which apply to the use and security of Codes apply to Secure Code, modified to the extent necessary to reflect the ways in which a Secure Code is obtained, generated and used.
- 11.7.16 We may deregister any of your Registered Mobile Devices, Access Tokens or VIP Access App installations, at any time in accordance with clause 5.25.6.
- Security of Codes and PINs**
- 11.7.17 You agree to protect any Codes and PINs as a means of preventing fraudulent or Unauthorised Transactions. You must not tell or show a PIN or Code to another person or allow it to be seen by another person, including your family and friends.
- 11.7.18 You must not write a PIN or Code down, carry it or keep a record of it with any other part of your Access Method unless you have taken reasonable steps to disguise the PIN or Code or prevent unauthorised access to the PIN or Code.

- 11.7.19 If you change a PIN or Code (other than a Secure Code), you must not select one that represents your birth date or a recognisable part of your name. If you do use an obvious PIN or Code such as a name or date of birth you may be liable for any losses which occur as a result of unauthorised use of the PIN or Code before notification to us that the PIN or Code has been misused or has become known to someone else.

- 11.7.20 You must not act carelessly in protecting the security of a PIN or Code.

## **11.8 Liability for Mistaken Internet Payment**

You may be liable for a Mistaken Internet Payment where you receive a Mistaken Internet Payment and you do not return the funds (see clause 5.15).

You may also suffer loss (which is not recoverable from us) arising from a Mistaken Internet Payment made by you (see clause 13.4).

You indemnify us against any loss or liability we may incur which arises from a Mistaken Internet Payment made or received by you, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## **12. Visa Card and Contactless Enabled Mobile Devices**

### **12.1 Receiving your Card**

- 12.1.1 You agree to sign your Visa Card promptly upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Visa Card. You must ensure any other cardholder you authorise also signs their Visa Card promptly upon receiving it and before using it.

#### **Setting Up a Mobile Device as a Contactless Enabled Mobile Device**

- 12.1.2 Not all Devices are capable of being used as a Contactless Enabled Mobile Device. We will publish the technical requirements for a Device to be capable of being used as a Contactless Enabled Mobile Device on our website including any hardware and software that is required.

We may change the technical requirements from time to time.

- 12.1.3 You may not use a Device as a Contactless Enabled Mobile Device unless it meets all of our published technical requirements and you are registered for Internet Banking.

- 12.1.4 If you have a Device that meets our published technical requirements, you may be able to use the Device as a Contactless Enabled Mobile Device by using a Digital Wallet.

- 12.1.5 We do not guarantee that a Contactless Enabled Mobile Device will be accepted by all Merchants and we are not liable to you for any loss you suffer if a Merchant refuses to accept Payments made using a Contactless Enabled Mobile Device.

#### **Setting up a Digital Wallet**

- 12.1.6 Subject to us identifying and verifying you, we may allow you, in our reasonable discretion, to register your Contactless Enabled Card in a Digital Wallet. Once registered, you can make Payments using the Digital Wallet at participating Merchants as if the Device was a Contactless Enabled Card. The same conditions apply to transactions you conduct using a Digital Wallet as transactions using your Contactless Enabled Card.

12.1.7 In some circumstances, if you register a Contactless Enabled Card to a Digital Wallet on one of your Devices, it may also be available in your Digital Wallet on other Devices which are linked by use of an account or login you have with the Digital Wallet provider. If this occurs, this may permit users of the other Devices to see card information. Each Device will be a Contactless Enabled Mobile Device and your obligations under these Terms & Conditions in respect of Contactless Enabled Mobile Devices will apply to each Device. You should contact the Digital Wallet provider for more information if you do not want this to occur. You must make every effort to protect your Devices from theft, loss, or unauthorised or fraudulent use.

12.1.8 Payments using the Digital Wallet are subject to the EFT Transaction limits set out in clause 12 and any transaction limits imposed by the Merchant.

12.1.9 All applicable fees relating to the use of your Contactless Enabled Card apply to transactions conducted using a Digital Wallet. We do not charge for allowing registration of a Contactless Enabled Card in a Digital Wallet but there may be associated charges by your telecommunications provider or the Digital Wallet provider for using the Device or the Digital Wallet service.

12.1.10 There may be additional terms and conditions issued by the Digital Wallet provider and your telecommunications provider which you will need to accept in order to use a Digital Wallet. We are not the provider of the Digital Wallet and are not responsible for its use and function.

All questions about use of or problems with a Digital Wallet must be directed to the Digital Wallet provider. The Digital Wallet provider is responsible for the security of all information stored in and sent from a Digital Wallet (including any security breaches). If you want to remove your Contactless Enabled Card from a Digital Wallet you will need to follow the relevant instructions and procedures of the Digital Wallet provider.

12.1.11 We can block you from adding your Contactless Enabled Card to a Digital Wallet, suspend your ability to use your Contactless Enabled Card to make purchases using a Digital Wallet or cancel entirely your ability to use your Contactless Enabled Card in a Digital Wallet. We may take these actions at any time and for one or more of the following reasons:

- if you ask us to suspend or close the eligible Account that the Contactless Enabled Card is linked to;
- if your eligible Contactless Enabled Card is cancelled, blocked or suspended;
- if you breach the product terms for your Account;
- if either you or the additional cardholder breach these Terms & Conditions;
- if we suspect unauthorised transactions have occurred on your Account;
- if required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws);
- if directed to do so by a Digital Wallet Provider or the applicable card scheme (for example, in circumstances of suspected fraud);
- if we are required by a regulatory or government body;
- for security reasons; or
- if we have reasonable grounds to believe that there is a material risk of loss to you or us.

We may cease to support Digital Wallets at any time.

12.1.12 By registering for, or registering a Card in, a Digital Wallet, you agree that we may exchange information about you with the Digital Wallet provider and the operator of the relevant Card scheme to enable the use or improvement of the Digital Wallet and providing information to you about your Digital Wallet transactions. You consent to us sharing information about you with these parties. We are not responsible for any loss, injury or other harm you suffer in connection with a Digital Wallet provider's use of your information.

#### **Using your Card and Contactless Enabled Mobile Device**

12.1.13 We will advise you from time to time:

- what EFT Transactions may be performed using a Visa Card and/or Contactless Enabled Mobile Device;
- what EFT Terminals of other financial institutions may be used; and
- what the daily cash withdrawal limits are.

12.1.14 Please refer to the Summary of Accounts & Access Facilities table.

12.1.15 You can conduct transactions using a Card up to AU\$35.00 dollars without entering your PIN or signing as long as these transactions are conducted face-to-face at a participating Merchant outlet.

The Merchant must provide you with a receipt for the transaction if you request.

12.1.16 You may only use your Visa Card or Contactless Enabled Mobile Device to perform transactions on those Accounts we permit.

We will advise you of the Accounts which you may use your Visa Card or Contactless Enabled Mobile Device to access.

12.1.17 If you have been issued a Contactless Enabled Card, you can make Contactless Payments using the Card up to AU\$100 without swiping or inserting your Card nor entering a PIN at Contactless compatible EFT Terminals. You will just need to hold or tap your Card at the Contactless compatible EFT Terminal of a participating Merchant. If you have a Contactless Enabled Mobile Device, you will be able to make transactions using the Contactless Enabled Mobile Device up to AU\$100. You will just need to hold or tap your Contactless Enabled Mobile Device against the Contactless compatible EFT Terminal. You may need to have your Contactless Enabled Mobile Device unlocked and operating when you hold or tap your Contactless Enabled Mobile Device against the EFT Terminal. Contactless Payments can only be made at participating Merchants. If your purchase is over AU\$100, you may need to enter your PIN.

12.1.18 At participating Merchants only, you may conduct a Visa Debit Cash Out and withdraw cash with a purchase transaction when pressing the 'CR' button. You will always be required to enter your PIN for any EFT Transaction that includes a Visa Debit Cash Out.

12.1.19 Transactions performed using a Visa Card or Contactless Enabled Mobile Device may not necessarily be processed to your Account on the same day.

12.1.20 You will continue to be liable to us for the value of any EFT Transaction occurring after you have closed your Account(s) or after you have resigned from Membership of us.

12.1.21 The Visa Card and any installation of our Mobile Banking application installed on a Mobile Device always remains our property.

12.1.2.2 You can receive funds transferred to your Visa Card by another Visa cardholder via Visa Direct. To receive the funds, you need only provide the sender with your 16 digit Visa Card number. You must never provide the sender with any other Card Details including, but not limited to, the expiry date and any Card Verification Value (CVV) or Card Security Code (CSC) value (the 3-digit code security code on the back of your Visa Card) or your PIN. The funds received will be credited to the Account linked to your Visa Card. If you have more than one Account linked to your Visa Card we may credit the funds received to any of the Accounts linked to your Visa Card in our reasonable discretion. We may decline to receive and process funds sent to your Visa Card via Visa Direct and return the funds to the sender in our reasonable discretion including, but not limited to, if we believe it to be a suspicious transaction or we believe we are legally obliged to do so. You cannot transfer funds to another Visa cardholder using Visa Direct.

## **12.2 Additional Cards**

- 12.2.1 You may authorise us, if we agree, to issue an additional Card to your Third Party Operator (refer to clause 5.9 for Card eligibility requirements for minors).
- 12.2.2 You will be liable for all transactions carried out by your Third Party Operator on the Card.
- 12.2.3 We will give each Third Party Operator that is issued with a Card a PIN.
- 12.2.4 Your Third Party Operator's use of the Card and PIN is subject to these EFT Conditions of Use.
- 12.2.5 You must ensure that each Third Party Operator protects their Card and PIN in the same way these Conditions of Use require you to protect your Card and PIN.
- 12.2.6 You may instruct us to cancel an additional Card at any time. This cancellation may not be effective until the additional Card is returned to us or you have taken all reasonable steps to have the additional Card returned to us.
- 12.2.7 If you are unable to return the additional Card to us, we may require you to make a written statement describing the steps you have taken to return the Card.
- 12.2.8 If you request us to cancel an additional Card you will not be liable for any losses resulting from continuing (unauthorised) use of the additional Card following cancellation provided that you have:
- taken all reasonable steps to ensure the Card is destroyed or returned to us; and
  - not acted fraudulently or otherwise caused the loss.

## **12.3 Using your Card or Contactless Enabled Mobile Device outside Australia**

- 12.3.1 Use of the Card or Contactless Enabled Mobile Device outside of Australia must comply with any exchange control requirements.
- 12.3.2 You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
- 12.3.3 All transactions made overseas on the Card or Contactless Enabled Mobile Device will be converted into Australian currency by Visa International, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the date on which Visa processes the transaction.

12.3.4 All transactions made overseas on the Card or Contactless Enabled Mobile Device are subject to a currency conversion fee payable to CUSCAL, the principal member of Visa International, under which we can provide you with the overseas functionality of your Card or Contactless Enabled Mobile Device. Please refer to the "Fees & Charges" document for currency conversion fee amount. The currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.

12.3.5 Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

12.3.6 Contactless functionality (if available on your Card or Digital Wallet) may not work outside of Australia.

12.3.7 Before travelling overseas, you should obtain the Visa International CARD HOTLINE number for your country of destination from us or by visiting our Website. You should use the Visa International CARD HOTLINE if any circumstances described in clauses 12.4 or 12.5 occur.

## **12.4 Loss, theft or unauthorised use of your Card, PIN or Contactless Enabled Mobile Device**

12.4.1 If you believe your Visa Card or Contactless Enabled Mobile Device has been misused, lost or stolen, there are errors with your Card, or a PIN has become known to someone else, you must promptly contact us on 13 11 82. If you are reporting a Card or Contactless Enabled Mobile Device after business hours the message system on 13 11 82 will provide you with the number for the CARD HOTLINE, you must contact this CARD HOTLINE promptly to ensure the Card or Contactless Enabled Mobile Device has been reported as soon as possible.

12.4.2 You must provide the following information when notifying us or the CARD HOTLINE:

- the Card number;
- the name of People's Choice; and
- any other personal information you are asked to provide to assist in identifying you and the Card or Contactless Enabled Mobile Device.

12.4.3 Where the notification is outside of business hours, if the CARD HOTLINE is not operating when you attempt notification, you must nevertheless report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the CARD HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use as soon as possible during business hours.

## **12.5 Loss, theft or unauthorised use of Access Method**

12.5.1 We will attempt to make sure that your transactions are processed promptly (including BPAY® Payments to participants in BPAY® and Payments to external parties), and you must tell us promptly if:

- you become aware of any delays or mistakes in processing your transaction;
- you did not authorise a transaction that has been made from your Account;
- you think that you have been fraudulently induced to make a transaction.

- 12.5.2 If you think that the security of your Codes (including your Phone Banking, MAP or Internet Banking passcode) has been or may be compromised, then you must as soon as possible change your Code through our Phone or Internet Banking services.
- 12.5.3 If you think that the security of your Registered Mobile Device, VIP Access App, or Access Token has been or may be compromised, then you must as soon as possible de-register your Registered Mobile Device VIP Access App or Access Token.
- 12.5.4 If you believe an Unauthorised Transaction has been made via an Access Method you should change your codes promptly. If the security of an Access Method has been compromised, you should contact us on becoming aware on 13 11 82. We will acknowledge your notification by giving you a reference number that verifies the date and time that you contacted us.

If your mobile Device is lost or stolen you should contact us promptly on 13 11 82 or visit a branch, to have your mobile telephone number deregistered.

## **12.6 Cancellation of a Card or Contactless Enabled Mobile Device**

- 12.6.1 You may cancel your Visa Card or the link between a Contactless Enabled Mobile Device and a registered Contactless Enabled Card at any time by contacting us.
- 12.6.2 We may immediately cancel or suspend your Visa Card or disable the link between your registered Contactless Enabled Card and your Contactless Enabled Mobile Device if, in our reasonable opinion, there are security reasons for doing so, or if you breach these EFT Conditions of Use. We may cancel a Card by capture of the Card at any EFT terminal.
- 12.6.3 You will be liable for any transactions you make using your Card or Contactless Enabled Mobile Device before the Card is cancelled or transactions you make before we disable the link between your registered Contactless Enabled Card and your Contactless Enabled Mobile Device (as the case may be) but which are not posted to your Account until after cancellation of the Card or disabling the link, except to the extent any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 12.6.4 Your Card will be terminated when:
- we notify you that we have cancelled your Card with us;
  - you close the last of your Accounts with us to which the Card applies;
  - you cease to be our member; or
  - you alter the authorities governing the use of your Account or Accounts to which the Card applies (unless we agree otherwise).
- 12.6.5 We may demand the return or destruction of any cancelled Card.

## **12.7 Use after cancellation or expiry of the Card**

- 12.7.1 You must not use your Visa Card or Contactless Enabled Mobile Device:
- for a Card only, after the expiration date shown on the face of the Card; or
  - after the Card or Enabled Mobile Device has been cancelled or deregistered.
- 12.7.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Account.

## **12.8 Exclusions of warranties and representations**

- 12.8.1 We do not warrant that Merchants or EFT Terminals displaying Visa signs or promotional material will accept your Card or Contactless Enabled Mobile Devices and/or Contactless Transactions.
- 12.8.2 We do not accept any responsibility should a Merchant, EFT Terminal bank or other institution displaying Visa signs or promotional material, refuse to accept or honour your Card, Contactless Enabled Mobile Devices and/or Contactless Transactions.
- 12.8.3 We are not responsible for any defects in the goods and services you acquire through the use of the Card or Contactless Enabled Mobile Device. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

## **12.9 Renewal of the Card**

- 12.9.1 Unless you are in breach of these EFT Conditions of Use or we consider it otherwise necessary for the security of the EFT System or individual Accounts, we will automatically provide you with a replacement Card before the expiry date of the current Card or additional Card.
- 12.9.2 If you do not wish to receive a replacement Card, you must notify us before the expiration date of the current Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Card.

## **13. Phone Banking, Internet Banking and BPAY®**

### **13.1 Using Phone Banking and Internet Banking**

- 13.1.1 We will tell you from time to time:
- what services are available using Phone Banking or Internet Banking (including Mobile Banking); and
  - which of your Accounts you can access using Phone Banking or Internet Banking (including Mobile Banking).
- 13.1.2 We cannot effect your Phone Banking or Internet Banking instructions if you do not give us all the specified information we request or if you give us inaccurate information.
- 13.1.3 If you instruct us to make more than one Payment from your Account, we will determine the order of making the Payments.
- 13.1.4 We do not warrant that:
- the information available to you about your Accounts through our Home Banking System is always up to date;
  - you will have 24 hours a day, seven days per week, access to Phone Banking or Internet Banking.
  - data you transmit via Phone Banking or Internet Banking is totally secure.
- After you have finished accessing your Account using:
- Phone Banking, you must ensure that you end the telephone call to our Phone Banking service;
  - Internet Banking, you must ensure that you log off from our Internet Banking service.

## 13.2 Pay Anyone Payments

- 13.2.1 Our Pay Anyone facility allows you to make a Payment to an account with us or with another financial institution through Internet Banking (including through Mobile Banking). You can only use our Pay Anyone facility if you have registered for Internet Banking.
- 13.2.2 When you tell us to make a Pay Anyone Payment you must tell us the amount to be paid, a reference or description to be sent with the Payment, your Account which is to be debited for the amount of the Payment and either:
- the BSB number for the financial institution at which the Account is held, the account number for the account the Payment is being paid to and the account owner's name for the account the Payment is being paid to; or
  - a PayID which has been created for the account the Payment is to be paid to.
- 13.2.3 If you instruct us to make a Pay Anyone Payment, you must ensure that the BSB and account number or PayID you tell us is correct. Account names are not cross-checked against the BSB or Account Number when processing Pay Anyone Payments. We will not be liable for any loss you suffer as a result of you telling us the wrong BSB or account number (see clause 13.4 below for more information on Mistaken Internet Payments) or the wrong PayID.
- 13.2.4 If you instruct us to make a Pay Anyone Payment using a PayID and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the person you intend on making the Pay Anyone Payment to before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you as being registered to the PayID is not the name of the intended payee or a business operated by the intended payee.
- 13.2.5 You must ensure that the reference or description you tell us to send with a Pay Anyone Payment does not contain, reference or link to:
- any swearing, profanity, offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;
  - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity.
- Where we consider it appropriate to do so, we may disclose the information you include in a Pay Anyone Payment reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.
- 13.2.6 The reference or description you tell us to send with a Pay Anyone Payment may not be included in the relevant Account statement, or may be included in a truncated form.
- 13.2.7 You acknowledge that we are not required to effect a Pay Anyone Payment if you do not give us all the required information or if any of the information you give us is inaccurate or incomplete.
- 13.2.8 We will immediately debit the amount of each Pay Anyone Payment from the Account you have told us is to be debited when we accept your Pay Anyone Payment instruction.

## Processing of Pay Anyone Payments

- 13.2.9 A Pay Anyone Payment instruction you give us is irrevocable. You cannot stop a Pay Anyone Payment once you have instructed us to make it and we have accepted it. You must therefore ensure all information you give us in relation to a Pay Anyone Payment is correct and complete.
- 13.2.10 We will treat a Pay Anyone Payment instruction as valid and authorised by you if, when it is given to us, the correct Code is inserted and/or it is authorised using Second Tier Authentication (where we require it).
- 13.2.11 We may process any Pay Anyone Payment as:
- (a) an Osko Payment; or
  - (b) a Direct Entry Payment.
- We will generally process a Pay Anyone Payment as an Osko Payment if the financial institution at which the payee account is held is a subscriber to the Osko service and advises us that the payee account is able to receive Osko Payments. We will tell you if, for any reason, we cease to be able to offer you Osko Payments.
- If the financial institution at which the payee account is held is not a subscriber to the Osko service, or we are advised by the financial institution that the payee account is not able to receive Osko Payments, we will process the Pay Anyone Payment as a Direct Entry Payment.
- Notwithstanding the above, we may choose to send a Pay Anyone Payment as a Direct Entry Payment, and not as an Osko Payment, at our discretion. You must not assume that Osko Payments will always be available.
- We will tell you if your Pay Anyone Payment will be processed as an Osko Payment (for example, by displaying the Osko symbol) when we accept your Pay Anyone Payment instruction from you.
- 13.2.12 Regardless of how a Pay Anyone Payment is processed, the Account from which you want us to debit the Pay Anyone Payment will be debited immediately.

## Osko Payments

- 13.2.13 Where we process a Pay Anyone Payment as an Osko Payment, the transfer of funds will be processed and will usually be available to the payee on a 24/7 near real-time basis.
- 13.2.14 You can see within Internet Banking if a Pay Anyone Payment that we have processed as an Osko Payment fails.

## Direct Entry Payments

- 13.2.15 If you instruct us to send a Pay Anyone Payment on a Business Day (in New South Wales) before the Cut Off Time, and we process it as a Direct Entry Payment, we will generally process it on that Business Day. If you instruct us after the Cut Off Time, or on a day that is not a Business Day (in New South Wales), we will process the Payment on the next Business Day.
- 13.2.16 Subject to the arrangements and processes of the financial institution to whom the Direct Entry Payment is being sent, the Direct Entry Payment will generally be available to the payee, on the Business Day (in New South Wales) after the Business Day on which we process the Direct Entry Payment. However, Direct Entry Payments may take longer to be credited to the payee account and you should not assume that the payment will be credited to the payee account or available to the payee within any specific timeframe.

## Delays

- 13.2.17 Delays may occur in processing Pay Anyone Payments (whether processed as an Osko Payment or a Direct Entry Payment) where:
- we experience a services disruption which prevents us from processing transactions;
  - we are required to delay processing a transaction in compliance with any applicable laws (including any laws relation to anti-money laundering and sanctions);
  - you fail to comply with your obligations under these Terms & Conditions for any reason;
  - the financial institution at which the payee account is held or the relevant accountholder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
  - the financial institution at which the payee account is held delays processing; or
  - we delay processing of the Pay Anyone Payment to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.
- 13.2.18 We will not be liable to you for any delay in a Pay Anyone Payment being processed or received by the payee for any reason, except to the extent any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## Suspension of the Pay Anyone Service

- 13.2.19 We may suspend your right to make Pay Anyone Payments using our Pay Anyone facility, or your ability to send Pay Anyone Payments as Osko Payments, at any time without prior notice to you if you are suspected of acting in an illegal or fraudulent manner or if we reasonably believe doing so is necessary to protect the security or integrity of our systems or to prevent you or us suffering any loss or damage.

## Account Restrictions

- 13.2.20 Pay Anyone Payments cannot be made from all Account types. The Summary of Accounts & Access Facilities Table indicates which Account types are able to have Pay Anyone Payments made from them and eligibility requirements that apply.
- 13.2.21 Acting reasonably, we may impose restrictions on the Accounts from which a Pay Anyone Payment may be made, or impose limits on the amount of Pay Anyone Payments from an Account.

## Transaction limits

- 13.2.22 See the Summary of Accounts & Access Facilities Table (Summary of Accounts & Access Facilities notes, Note 1) for details of the daily or other periodic limits which apply to the number or value of Pay Anyone Payments you may request across all your Accounts on any day.
- 13.2.23 We may decline any Pay Anyone Payment request or instruction from you where accepting it would cause you to exceed an applicable limit.

## Failed Payments

- 13.2.24 If we are advised that your Pay Anyone Payment cannot be processed by the other financial institution, or it fails and cannot be completed for any reason we will:

- credit your Account with the amount of the Payment. Where we have transferred funds to another financial institution as part of processing a Pay Anyone Payment that has failed or cannot be completed, we will not credit your Account with the amount of the Payment until the funds have been returned to us from the other financial institution.

## Mistakes and Issues with Pay Anyone Payments

- 13.2.25 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a Pay Anyone Payment and later discover that:
- the amount you paid was greater than the amount you needed to pay, you must contact the holder of the account to which you instructed us to make the payment to obtain a refund of the excess. If we processed the Pay Anyone Payment as an Osko Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the person or business to whom the funds were transferred consents to their financial institution returning the funds; or
  - the amount you paid was less than the amount you needed to pay, you will need to make another Payment for the difference between the amount you actually paid and the amount you needed to pay.
- 13.2.26 You should notify us promptly if you think that:
- you have made a mistake when making a Pay Anyone Payment;
  - you did not authorise a Pay Anyone Payment that has been debited to your Account or you think a Pay Anyone Payment has not been processed in accordance with your instructions;
  - you become aware that a Pay Anyone Payment made using a PayID from your Account was directed to an incorrect payee; or
  - you were fraudulently induced to make a Pay Anyone Payment;

In the case of Mistaken Internet Payments the timing of your report may impact on our ability to recover your funds (see clause 13.4 below for more information about Mistaken Internet Payments Made By You).

- 13.2.27 Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, depending on the circumstances, the financial institution to whom the funds were transferred may not return the funds to us unless the relevant accountholder consents.
- 13.2.28 Where the transferred funds are returned to us, we will credit them to your account and make them available to you as soon as practicable.
- 13.2.29 You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that a Pay Anyone Payment be returned on your behalf, except to the extent that the loss, damage, charge, expense, fee or claim is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). We may debit any such indemnified loss, damage or cost to any Account you hold with us.

### Refunds and chargebacks

- 13.2.30 Except as expressly provided in clause 13.4 (Mistaken Internet Payments made by you), refunds cannot be processed in respect of Pay Anyone Payments.
- 13.2.31 Where a Pay Anyone Payment has been correctly completed but you have a dispute with the person to whom the funds were transferred, you will need to resolve the dispute directly with that person.
- 13.2.32 No “chargeback” rights are available in relation to Pay Anyone Payments, even if the payment has been made from a credit card account or another account with a Card linked to it.
- 13.3 International Money Transfer (IMTs or Telegraphic Transfers)**
- 13.3.1 International Money Transfers cannot be made to sanctioned countries listed with the Office of Foreign Assets Control.
- 13.3.2 Under arrangements we have with Convera Australia Pty Ltd ABN 24 150 129 749; AFSL 404092, all International Money Transfers which you initiate through this facility will be sent to the Beneficiary’s account via Convera. However, this facility is provided to you by us and Convera has no responsibility or liability to you for the provision of financial services by us to you.
- 13.3.3 We may enable or disable your access to International Money Transfers through Internet Banking access in our reasonable discretion. We may also cancel your International Money Transfer through Internet Banking access in accordance with clause 5.25.6.
- 13.3.4 The total amount of International Money Transfers made by you through Internet Banking on any given day must not exceed the maximum value of AUD\$5,000.00. We may alter this daily limit or impose any additional limits at any time.
- 13.3.5 If we change any applicable limits or impose any new limits we are not required to advise you before the change takes effect. We will advise you of any applicable limits on request.
- 13.3.6 If you use this facility to make an International Money Transfer, you must provide us with all the details we request regarding the International Money Transfer you wish to make.
- 13.3.7 You are responsible for the completeness and accuracy of the details you provide to us in relation to an International Money Transfer. If the details you provide are incomplete or inaccurate:
- the International Money Transfer may be rejected and fail (this may also happen if the Beneficiary has closed their account); or
  - the International Money Transfer may be credited to an account of someone other than the Beneficiary, and you may be unable to recover the amount transferred.
- 13.3.8 You may be required to provide additional information regarding this payment, and you agree that all information may be passed on by Convera to third parties as appropriate.
- 13.3.9 If you think you have made a mistake when providing details to us in relation to an International Money Transfer, you should contact us promptly. However, we cannot and do not warrant that we will be able to stop or correct an International Money Transfer that you have authorised.
- 13.3.10 If an International Money Transfer is rejected and fails, we will use our best endeavours to contact you to advise you of that, by email if you have nominated an email address

for International Money Transfer transaction purposes. You will be liable for our fees and charges notwithstanding that the International Money Transfer has been rejected.

- 13.3.11 If you request an International Money Transfer through Internet Banking we will provide you with a quote.
- 13.3.12 Your acceptance of a quote by selecting the ‘Confirm Transfer’ button will constitute your instruction and authorisation to us to immediately debit the value of your International Money Transfer request (in Australian dollars) from the Account you have nominated when using the facility (including the applicable fees and charges payable to us in relation to the International Money Transfer as stated in our ‘Fees & Charges’ document) and to transfer funds to the account of the Beneficiary.
- 13.3.13 In sending an International Money Transfer, Convera uses correspondent, intermediary banks to forward and process the International Money Transfer request. The correspondent, intermediary and Beneficiary banks may impose their own additional fees which may be deducted from the amount received by the Beneficiary.
- 13.3.14 After you accept a quote by selecting the ‘Confirm Transfer’ button you will receive a transaction confirmation message on screen, which you can print. We will also email a transaction confirmation to you if you have nominated an email address for International Money Transfer transaction purposes.
- 13.3.15 A transaction confirmation does not signify that the International Money Transfer has been received into the account of the Beneficiary.
- 13.3.16 We are not responsible to you or a Beneficiary for any loss as a result of:
- any error or omission in the details you provide when requesting an International Money Transfer, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);
  - any error, omission or negligence of Convera; or
  - any delay in payment to the Beneficiary (however caused), except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 13.3.17 An International Money Transfer is undertaken at your own risk and Convera and/or its affiliates and/or their agents accept no liability whatsoever for any delay, mistake, misinterpretation of instruction or omission which may occur with an International Money Transfer.
- 13.3.18 Convera charges an exchange margin on International Money Transfers, which is reflected in the exchange rate stated in a quote.
- 13.4 Mistaken Internet Payments made by you**
- 13.4.1 If you believe you have made a Mistaken Internet Payment you should promptly contact us on 13 11 82 at any time to report the payment as any delays may impact our ability to recover the funds on your behalf. If you are calling after business hours (in South Australia) you should leave a phone message under the internet banking enquiry option and we will return your call on the following Business Day (in South Australia).
- 13.4.2 We will investigate every Mistaken Internet Payment reported to us. If after our investigation into the payment we are satisfied that a Mistaken Internet Payment has occurred, we will send the receiving financial institution a request for return of the payment. If after our investigation into the payment we are not satisfied that a Mistaken Internet Payment has occurred, we are not required to take any further action.



- 13.4.3 When you report a Mistaken Internet Payment you are providing consent for us to disclose your personal information to other parties in order to recover the funds on your behalf.
- 13.4.4 Your Mistaken Internet Payment report will be acknowledged with a reference number that verifies the date you reported the payment. Please retain this reference number.
- 13.4.5 We will notify you within 30 Business Days of the Mistaken Internet Payment report to advise you of the outcome of our attempt to recover your funds. If a receiving financial institution returns the Mistaken Internet Payment, we will return the funds to you (including by crediting your account) as soon as practicable.
- 13.4.6 A Mistaken Internet Payment may only be returned without the consent of the unintended recipient if:
- the unintended recipient's financial institution is a subscriber to the ePayments Code;
  - the unintended recipient's financial institution is satisfied that a Mistaken Internet Payment has occurred;
  - there are sufficient credit funds in the unintended recipient's account to the value of the Mistaken Internet Payment; and
- Either:
- you reported the Mistaken Internet Payment to us within 10 Business Days; or
  - you reported the Mistaken Internet Payment to us after more than 10 Business Days and within 7 months; and
- the unintended recipient fails to establish to the unintended recipient's financial institution that they are entitled to the funds within 10 Business Days of their financial institution notifying them that it will return the funds if the unintended recipient does not do so.
- Otherwise, the Mistaken Internet Payment will not be returned without the consent of the unintended recipient.
- 13.4.7 You may suffer a loss as a result of a Mistaken Internet Payment if:
- we are not satisfied that it is a Mistaken Internet Payment;
  - the unintended recipient's financial institution is not satisfied that it is a Mistaken Internet Payment, or despite this view, seeks the consent of the unintended recipient to return the funds, but that recipient does not give that consent;
  - the unintended recipient of the Mistaken Internet Payment does not have sufficient funds in their account to the full value of the Mistaken Internet Payment to facilitate its return (and the receiving financial institution's reasonable endeavours to retrieve the funds from the unintended recipient are unsuccessful);
  - you do not report the Mistaken Internet Payment to us within seven months of the payment and the unintended recipient does not consent to the receiving financial institution returning the payment; or
  - the unintended recipient's financial institution does not subscribe to the ePayments code.
- We will not be liable to you for any loss you suffer as a result of a Mistaken Internet Payment, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

### **Complaints about Mistaken Internet Payments:**

- 13.4.8 If you are not satisfied with our handling of a Mistaken Internet Payment then you may make a Complaint in accordance with clause 6. Complaints.

### **13.5 Future-dated Transfer Payments.**

- 13.5.1 You may arrange transfer Payments in advance of the date that they are due for payment through Internet Banking. Future-dated Payments can be once only or recurring Payments and may be used to transfer funds to Accounts held with People's Choice and Accounts held with other brands or financial institutions. If you use this option the following conditions apply:
- If the Available Funds in your Account are not sufficient to comply with your Payment authorisation, we will check your Account balance for five consecutive days for sufficient Available Funds to make the payment. After this time if the amount is still unpaid, the transfer will be rejected and we will not attempt to make a further transfer until the next due date. A charge for the rejection may also apply (see the "Fees & Charges" document).
  - If we are unable to make the Payment on five successive occasions (after five attempts on each occasion) we will cancel the Payment.
  - You are responsible for checking your Account transaction details or Account statement to ensure the future-dated Payment is made correctly. You should contact us promptly if there are any problems with your future-dated Payment.
  - You can elect to cancel a future-dated Payment after you have given the direction but before the date for payment by making the relevant changes via our Internet Banking service. You cannot stop a Payment on or after the date for payment.

### **13.6 Reporting unauthorised use of Phone Banking or Internet Banking**

- 13.6.1 If you believe that your Access Method used for BPAY® or Internet Banking transactions, or any part of your Access Method, has been misused, lost or stolen, or, where relevant, your PIN or password has become known to someone else, you must contact us on becoming aware. Please refer to 'How to Contact Us' on the back cover of this document for our contact details.
- 13.6.2 If you believe an unauthorised EFT Transaction has been made via BPAY® or the Home Banking System and your Access Method uses a PIN or password, you should change that PIN or password promptly.

### **13.7 BPAY®**

#### **Using BPAY®**

- 13.7.1 You can use BPAY® to pay bills bearing the BPAY® logo using Internet Banking.
- 13.7.2 When you make a BPAY® payment you must use the Biller's code number (found on your bill), your Customer Reference Number (e.g. your Account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- 13.7.3 We may disclose your personal and transactional information to other participants in BPAY® in order to execute your instructions, including:
- Billers nominated by you;
  - BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY®.

If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY® Payments.

- 13.7.4 We will debit the value of each BPAY® Payment to the Account.
- 13.7.5 If you instruct us to make any BPAY® Payment, but close the Account to be debited before the BPAY® Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY® Payment.
- 13.7.6 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.
- 13.7.7 You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY®.
- 13.7.8 No chargebacks or reversals will be provided through the BPAY® scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the Merchant may have failed to deliver the goods and services to you. This clause operates with respect to BPAY® payments sourced from Credit Card Accounts notwithstanding any statement to the contrary contained in any credit Card scheme rules.

#### **Processing BPAY® Payments**

- 13.7.9 We will attempt to ensure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:
- you become aware of any delays or mistakes in processing your BPAY® payment;
  - you did not authorise a BPAY® payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY® payment.
- Please keep a record of the BPAY® receipt numbers on the relevant bills.
- 13.7.10 A BPAY® payment instruction is irrevocable.
- 13.7.11 Except for future-dated payments, you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
- 13.7.12 We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct Access Method.
- 13.7.13 You should notify us promptly if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 13.7.19) when making a BPAY® payment or if you did not authorise a BPAY® payment.
- 13.7.14 You must provide us with written consent addressed to the Biller who received that BPAY® payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.
- 13.7.15 A BPAY® payment is treated as received by the Biller to whom it is directed:
- on the date you direct us to make it, if we receive your direction by the Cut Off Time; and
  - otherwise, on the next Business Day after you direct us to make it.
- 13.7.16 Please note that the BPAY® payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® payment as soon as they receive its details.

- 13.7.17 Notwithstanding this, a delay may occur processing a BPAY® payment if:
- there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
  - you tell us to make a BPAY® payment on a day which is not a Business Day or after the Cut Off Time on a Business Day; or
  - a Biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.
- 13.7.18 If we are advised that your payment cannot be processed by a Biller, we will:
- advise you of this;
  - credit your Account with the amount of the BPAY® payment; and
  - take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.
- 13.7.19 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY® payment and later discover that:
- the amount you paid was greater than the amount you needed to pay – you must contact the Biller to obtain a refund of the excess; or
  - the amount you paid was less than the amount you needed to pay – you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.
- 13.7.20 If you are responsible for a mistaken BPAY® payment and we cannot recover the amount from the person who received it within 20 Business Days of us attempting to do so, you will be liable for that payment.

#### **Future-dated BPAY® Payments**

- 13.7.21 You may arrange BPAY® Payments up to 60 days in advance of the date that they are due for payment through Internet Banking. If you use this option you should be aware that:
- 13.7.22 If the Available Funds in your Account are not sufficient to comply with your Payment authorisation, the BPAY® Payment will not be made and you may be charged a rejection fee (see the “Fees & Charges” document).
- 13.7.23 You are responsible for checking your Account transaction details or Account statement to ensure the future-dated Payment is made correctly. You should contact us promptly if there are any problems with your future-dated Payment.
- 13.7.24 You can elect to cancel a future-dated BPAY® Payment after you have given the direction but before the date for payment by making the relevant changes using our Internet Banking service. You cannot stop the BPAY® Payment on or after the date for payment.

#### **Damage**

- 13.7.25 Clause 13.7.26 does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make clause 13.7.26 illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, clause 13.7.26 is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

13.7.26 Unless otherwise expressed under these Terms & Conditions, we are not liable for any loss or damage you suffer as a result of using BPAY®, except to the extent that the loss is due to our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents) or in relation to any breach of a condition or warranty implied by the law into contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent. To the extent permissible by law, these conditions and warranties are excluded.

### **13.8 Cancellation of Phone Banking, Internet Banking and BPAY®**

13.8.1 You may cancel your access to Phone Banking, Internet Banking or BPAY® at any time by contacting us.

13.8.2 We may immediately cancel or suspend your access to Phone Banking, Internet Banking or BPAY® at any time if, in our reasonable opinion, there are security reasons or if you breach these Terms & Conditions.

13.8.3 We may cancel your access to Phone Banking, Internet Banking or BPAY® in our reasonable discretion by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

13.8.4 If despite the cancellation of your access to Phone Banking, Internet Banking or BPAY® you carry out an EFT Transaction using the relevant Access Method, you will remain liable for that EFT Transaction.

13.8.5 Your access to Phone Banking, Internet Banking or BPAY® will be terminated when:

- we notify you that we have cancelled your Access Method to the Account with us;
- you close the last of your Accounts with us which has Phone Banking, Internet Banking or BPAY® access;
- you cease to be our member; or
- you alter the authorities governing the use of your Account or Accounts which has Phone Banking, Internet Banking or BPAY® access (unless we agree otherwise).

## **14. Visa Secure**

### **14.1 Introduction**

14.1.1 Where there is any inconsistency between this clause 15 and the EFT Access Facilities and EFT Conditions of Use (clause 12) or Visa Card conditions of use (clause 13) found in this document, the EFT Access Facilities and EFT Conditions of Use or Visa Card conditions will apply to the extent of the inconsistency.

14.1.2 Each time you complete or attempt to complete a Visa Secure transaction, you are deemed to accept these conditions.

### **14.2 Using the Visa Secure service**

14.2.1 You may use Visa Secure to make purchases online. However, the Visa Secure service may only be available in connection with participating online merchants.

14.2.2 When making an online purchase or other transaction for which Visa Secure applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa Card, such information includes, but not limited to, a One Time Password. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

14.2.3 If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Card.

14.2.4 A Third Party Operator may use the Visa Secure service if they hold a Visa Card linked to your Account. The Third Party Operator will be asked to provide information to us that allows us to validate the identity and verify that they are the cardholder of the specified Visa Card. The information that they provide may be validated against information we hold about them and maybe validated against information held by third parties.

### **14.3 Privacy**

14.3.1 We (or our nominated service provider) may collect personal information about you for the purposes of providing the Visa Secure service to you.

14.3.2 You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Visa Secure service and investigating disputes or allegations of Unauthorised Transactions, or if it is required by law.

14.3.3 For more details of how your personal information is handled, please refer to our privacy policy, which can be viewed by accessing peopleschoice.com.au

### **14.4 Termination of Visa Secure**

14.4.1 Subject to clause 5.26 we may discontinue, terminate or suspend (permanently or temporarily) the Visa Secure service, or any part of the Visa Secure service in accordance with clause 5.25.6. We may also change any aspect or functionality of the Visa Secure service at any time without giving you prior notice.

### **14.5 Participating Online Merchant**

14.5.1 You will know that an online merchant is a participating online merchant because you will see the Visa Secure logo and you may be asked to verify your identity before completing an online transaction with that merchant.

14.5.2 We do not endorse or recommend in any way any participating online merchant.

14.5.3 Your correspondence or business dealings with, or participation in promotions of, online stores through Visa Secure, including payment for and delivery of related goods or services not purchased via Visa Secure, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

### **14.6 Exclusions of Liabilities**

14.6.1 Subject to any warranty which is imported into these conditions by law and which cannot be excluded, the Visa Secure service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non infringement.

14.6.2 We will not be liable for any loss or damages whatsoever arising out of or in relation to:

(i) your use of or access to (or inability to use or access) the Visa Secure services; or

- (ii) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction, except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

14.6.3 If you are dissatisfied with any aspect of the Visa Secure service, your sole and exclusive remedy is to terminate participation in the Visa Secure transaction or service, as provided in these conditions.

#### **14.7 Your Conduct**

14.7.1 Whilst using the Visa Secure service and People's Choice's Internet Banking services, you agree not to:

- (i) impersonate any person or entity using the Visa Secure authentication process;
- (ii) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Visa Secure service or by us;
- (iii) spam or flood our Internet Banking service and the Visa Secure service;
- (iv) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Visa Secure service.
- (v) remove any copyright, trademark, or other proprietary rights notices contained in the Visa Secure service;
- (vi) "frame" or "mirror" any part of the Visa Secure service without our prior written authorisation;
- (vii) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Visa Secure service;
- (viii) otherwise interfere with, or disrupt the Visa Secure service or our Internet Banking services or servers or networks connected to us or the Visa Secure service or violate these conditions or any requirements, procedures, policies or regulations in relation to the Visa Secure service; or
- (ix) intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Visa Secure service.

#### **14.8 Your Liability**

14.8.1 Your liability for Unauthorised Transactions is governed by the EFT Access Facilities and EFT Conditions of Use (clause 11.4) and the ePayments Code.

14.8.2 If you breach these conditions, this may affect your liability for Unauthorised Transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.

14.8.3 This section applies in addition to, and is separate from, any other processes or rights available through a Card scheme's Chargeback rules.

#### **14.9 Errors**

14.9.1 If you believe a Visa Secure transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us promptly.

## How to contact us

You can contact us in any of the following ways:

- T 13 11 82
- F 1300 365 775
- [peopleschoice.com.au](http://peopleschoice.com.au)
- Post: People's Choice  
GPO Box 1942, Adelaide S.A. 5001
- In person: At any of our branches

People's Choice Credit Union, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310. In this document, People's Choice Credit Union is referred to as People's Choice.

BRC 8.6.1 V11.5-0524