



# **ACCOUNT & ACCESS FACILITY**

## **Conditions of Use**

Date taking effect: 1 April 2024

Macquarie Credit Union a trading name of Regional Australia Bank Ltd ABN 21 087 650 360 AFSL & Australian Credit Licence 241167

## How To CONTACT Us

In person Visit us at our branch located at 165 Brisbane St, Dubbo NSW 2830 or – see our website [www.macquariecu.com.au](http://www.macquariecu.com.au) for our branch details

Telephone: 1300 885 480

Email: [info@macquariecu.com.au](mailto:info@macquariecu.com.au)

Postal Address: Macquarie Credit Union Limited  
PO Box 1618  
Dubbo NSW 2830

Website: [www.macquariecu.com.au](http://www.macquariecu.com.au)

To Report the Loss, Theft or Unauthorised Use of Your Card

- **in Australia**  
call the Visa card Hotline on 1800 648 027 , 24 hours a day, everyday. Please also contact us to report the loss, theft or unauthorised use.
- **overseas – for Visa**  
Please contact us before you travel overseas for the current Visa hotline arrangements

To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in How to Contact Us.

## CUSTOMER OWNED BANKING CODE OF PRACTICE

We warrant that we will comply with the Customer Owned Banking Code of Practice. You can download a copy of the Customer Owned Banking Code of Practice at: [www.customerownedbanking.asn.au](http://www.customerownedbanking.asn.au)

## ePAYMENTS CODE

We warrant that we will comply with the ePayments Code.

## HOW OUR CONDITIONS OF USE BECOME BINDING ON YOU

**Please note that by opening an account or using an access facility you become bound by these conditions of use.**

## ACCESSING COPIES OF THE CONDITIONS OF USE

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download our current Conditions of Use from our website at [www.macquariecu.com.au](http://www.macquariecu.com.au)

## FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

The Credit Union is an ADI. Depositors with the Credit Union may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information about the FCS visit the website: <http://www.fcs.gov.au>.

**TABLE OF CONTENTS**

<b>Account Operations .....</b>	<b>4</b>
What Is The Account and Access Facility? .....	4
How Do I Open An Account? .....	4
Proof Of Identity Required .....	4
What Accounts Can I Open? .....	4
Joint Accounts .....	4
Trust Accounts .....	5
What Fees And Charges Are There? .....	5
What Interest Can I Earn On My Account? .....	5
What Are The Taxation Consequences? .....	5
Disclosing Your Tax File Number (TFN).....	6
Third Party Access.....	6
Making Deposits To The Account.....	6
Deposits Using Electronic Equipment .....	6
Withdrawing Or Transferring From The Account.....	7
Debiting Transactions Generally .....	7
Over The Counter Withdrawals .....	7
Transaction Limits.....	7
Overdrawing An Account.....	7
Sweep Facility.....	8
Account Statements.....	8
What Happens If My Details Change? .....	8
Dormant Accounts .....	8
Account Combination.....	9
Closing Accounts, Cancelling Access Facilities & Blocking Access or Transactions .....	9
Notifying Changes .....	9
How We Send Notices & Statements .....	10
<b>Direct Debit .....</b>	<b>11</b>
<b>Electronic Access Facilities and ePayments Conditions of Use .....</b>	<b>12</b>
<b>Complaints.....</b>	<b>29</b>

## ACCOUNT OPERATIONS

---

### WHAT IS THE ACCOUNT AND ACCESS FACILITY?

The Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as these facilities for accessing accounts:

- Visa Card
- BPAY® (registered to BPAY® Pty Ltd ABN 69 079 137 518)
- internet and mobile banking
- EFTPOS and ATM access
- direct debit requests.

Please refer to the *Summary of Accounts & Availability of Access Facilities* brochure for available account types, the conditions applying to each account type and the access methods attaching to each account type.

### HOW DO I OPEN AN ACCOUNT?

You will need to become a member of the Credit Union before we can issue the Account and Access Facility to you. To become a member, you will need to subscribe for a share in the Credit Union.

### PROOF OF IDENTITY REQUIRED

The law requires us to verify your identity when you open an account and the identity of any person you appoint as a signatory to your account.

In most cases you can prove your identity by showing us a government issued photo identity document, such as a driver's licence or passport. If you do not have photo ID, please contact us to discuss what other forms of identification may be acceptable. In some circumstances we may verify your identity electronically using information you provide.

### WHAT ACCOUNTS CAN I OPEN?

When we issue you with the Account and Access Facility, you have access to an Access Account. You can then activate other accounts as needed. Please first check the *Summary of Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

### JOINT ACCOUNTS

A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (for business accounts different rules may apply - see Note below)
- joint and several liability – if the account is overdrawn, each joint holder is individually liable for the full amount owing.

You can operate a joint account on a 'joint operation' or 'individual operation' basis:

- 'joint operation' means 2 or more joint holders must authorise any withdrawal, payment or transfer from the account (including a direct debit)
- 'individual operation' means any one joint holder can authorise any withdrawal, payment or transfer from the account (including a direct debit).

By default, new joint accounts will be opened on an individual operation basis unless the joint holders instruct otherwise in the account opening application. The joint holders can jointly change account operating instructions in writing at any time.

However, irrespective of the joint account operating instructions, any one joint holder can instruct us to:

- change the account operation to joint operation by all joint holders only; or
- suspend the account to allow the joint holders time to reach agreement about dispersal of the account funds,

in which case these instructions will remain in effect until all joint holders agree otherwise.

We may also change the account operation to joint operation by all joint holders only, if we become aware of a dispute between the joint holders, or of the bankruptcy of any joint holder.

Please note that some access facilities (such as access cards) may not be available if the joint account operates on a joint operation basis.

Irrespective of the joint account operating instructions, all joint account holders will need to provide instructions to:

- close the account
- withdraw or redeem a term deposit prior to maturity
- appoint a third-party signatory to the account
- request a transaction limit increase
- change the method or address for delivery of statements or notices in relation to the joint account – this does not prevent a joint holder changing their method or address for delivery of statements or notices they receive individually, which may include in relation to the joint account.

The above applies to joint personal accounts. For joint business accounts, such as partnership accounts, we may accept and rely on different account operating instructions. Please contact us for information about joint business accounts.

*Note: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next-of-kin if there is no will.*

*If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.*

## **TRUST ACCOUNTS**

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 trust.

## **WHAT FEES AND CHARGES ARE THERE?**

Please refer to the *Fees and Charges and Transaction Limits* brochure for current fees and charges. We may vary fees or charges from time to time as set out under *Notifying Changes* on page 9.

We will debit your primary operating account for all applicable government taxes and charges.

## **WHAT INTEREST CAN I EARN ON MY ACCOUNT?**

Our Interest Rates brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts.

Our *Summary of Accounts & Availability of Access Facilities* brochure discloses how we calculate and credit interest to your account.

## **WHAT ARE THE TAXATION CONSEQUENCES?**

Interest earned on an account is income and may be subject to income tax.

### **DISCLOSING YOUR TAX FILE NUMBER (TFN)**

When you apply for the Account and Access Facility we will ask you whether you want to disclose your Tax File Number or exemption. If you disclose it, we will note your TFN against any account you activate.

You do not have to disclose your TFN to us. If you do not, we will deduct withholding tax from interest paid on the account at the highest marginal rate.

For a joint account, each holder must quote their TFN and/or exemptions, otherwise withholding tax applies to all interest earned on the joint account.

Businesses need only quote their ABN instead of a TFN.

### **THIRD PARTY ACCESS**

You can authorise us at any time to allow another person (a signatory) to operate on your account. However, we will need to verify this person's identity before they can access your account.

You are responsible for all transactions the signatory carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

For personal accounts, a signatory's authority is limited to:

- carrying out withdrawals, payments or transfers from the account;
- making enquiries about account balances and transactions on the account, including any debit balance or available credit on a transactional account.

For business accounts please contact us about applicable signatory options.

You may revoke the signatory's authority at any time by giving us written notice.

### **MAKING DEPOSITS TO THE ACCOUNT**

You can make deposits to the account:

- by cash \ at our branch
- by direct credit eg 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 transfer from another account with us
- by transfer from another financial institution
- via Bank@Post™

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

### **DEPOSITS USING ELECTRONIC EQUIPMENT**

We are responsible for a deposit into a facility received by our electronic equipment, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

### **DEPOSITING CHEQUES DRAWN ON AUSTRALIAN BANKS**

You can only access the proceeds of a cheque when it has cleared. This usually takes 7 business days when the cheque deposit is via Bank@Post. However, you can ask us for a special clearance for which we may charge a fee. Please refer to our *Fees and Charges and Transaction Limits* brochure for our current fee for special clearances.

## WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT

You can make or authorise withdrawals or transfers from the account:

- over the counter at our branch
- by direct debit
- by internet or mobile banking
- via telephoning the branch
- by BPAY® to make a payment to a biller
- at selected ATMs, if your account is linked to an access card
- via selected EFTPOS terminals, if your account is linked to an access card (note that Merchants may impose restrictions on withdrawing cash)
- via Bank@Post™

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

## DEBITING TRANSACTIONS GENERALLY

We will debit transactions received on any one day in the order we determine in our absolute discretion. Transactions will not necessarily be processed to your account on the same day.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We may also delay or not process a transaction for any of the reasons set out in *Closing Accounts, Cancelling Access Facilities & Delaying, Blocking, Freezing or Refusing Transactions* on page 9. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of us reasonably exercising these rights.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction.

## OVER THE COUNTER WITHDRAWALS

Generally, you can make over-the-counter withdrawals in cash. Please check:

- the *Summary of Accounts & Availability of Access Facilities* brochure for any restrictions on withdrawals applying to certain accounts;
- the *Fees and Charges and Transaction Limits* brochure for any applicable daily cash withdrawal limits or other transaction limits.

## TRANSACTION LIMITS

We limit the amount of daily withdrawals or payments you may make, either generally or in relation to a particular facility. These transaction limits are set out in the *Fees and Charges and Transaction Limits* brochure.

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.

We may, on application from you, agree to vary a transaction limit. We may also require you to apply for new transaction limits if you change any passcode. We may reduce transaction limits to zero for security reasons.

## OVERDRAWING AN ACCOUNT

You must keep sufficient cleared funds in your account to cover your direct debit and electronic transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees and Charges and Transaction Limits* brochure.

Alternatively, we can honour the transaction and overdraw your account. We will charge you:

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for each day (or part of a day) your account is overdrawn: see the *Fees and Charges and Transaction Limits* brochure.

'Cleared funds' means the proceeds of cheque deposits to your account, once the cheque is cleared, cash deposits and direct credits.

### **SWEEP FACILITY**

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, which authorises us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account to draw on.

### **ACCOUNT STATEMENTS**

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees and Charges and Transaction Limits* brochure.

We may offer 'digital only' accounts, with statements provided electronically via internet or mobile banking only: see the *Summary of Accounts & Availability of Access Facilities* brochure. For all other accounts, statements will normally be provided electronically via internet or mobile banking unless:

- you request that statements be sent in paper form;
- you have not registered for internet banking access; or
- you have not provided us with an email address or mobile phone number we can use to notify you when the statements are available,

in which case we will provide paper statements and may charge you a fee: see the *Fees and Charges and Transaction Limits* brochure. We may provide paper statements in other circumstances.

We recommend that you check your account statement as soon as you receive it. Immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* on page 2 for our contact details.

### **WHAT HAPPENS IF MY DETAILS CHANGE?**

You must let us know immediately if you change any of your personal or contact details including your name, address, email address or mobile phone number. You can update your contact details via internet banking or by contacting us (see *How To Contact Us* on page 2)]

### **DORMANT ACCOUNTS**

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply within 10 business days of the date of our notice to you, we will treat your account as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee;
- stop paying interest or reduce the amount of interest.

If your account remains dormant for 7 years we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money



**ACCOUNT COMBINATION**

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

On termination of your membership , we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments and any successor Code (both when enforcing indebtedness owed to us and, to the extent the law permits, when facilitating enforcement by a third party judgment creditor).

We will give you written notice promptly after exercising any right to combine your accounts.

**CLOSING ACCOUNTS, CANCELLING ACCESS FACILITIES & DELAYING, BLOCKING, FREEZING OR REFUSING TRANSACTIONS**

You can close the Account and Access Facility at any time. However, you will have to surrender your access card at the time. We may defer closure and withhold sufficient funds to cover payment electronic transactions and fees, if applicable.

You can cancel any access facility on request at any time.

We can close the Account and Access Facility in our absolute discretion by giving you at least 14 days' notice.

However, without prior notice, we can close, or suspend your access to, any account, cancel any access facility, or delay, block, freeze or refuse any transaction:

- if we reasonably believe doing so will protect you or us from harm or loss;
- if we reasonably suspect fraudulent or illegal use of the account or access facility;
- if we reasonably suspect that a transaction may breach a law or sanction;
- to comply with our legal and regulatory obligations, including with our related policies and procedures; or
- if you fail to provide us with information or documents we reasonably request.

We will act fairly and reasonably towards you when taking such action without prior notice.

If we close your account, we will pay you the net credit balance in the account unless we reasonably believe that our legal or regulatory obligations prevent us from doing so and subject to our right to combine accounts (see *Account Combination* on page 9).

**NOTIFYING CHANGES**

We may change fees, charges, interest rates and other conditions applicable to the Account & Access Facility at any time. We will act reasonably in making these changes and only do so for legitimate business purposes. If you do not like the change, you can ask us to close your Account and Access Facility, or close any account or cancel any access facility in it, in accordance with these Conditions of Use: see *Closing Accounts, Cancelling Access Facilities & Delaying, Blocking, Freezing or Refusing Transactions* on page 9.

The following table sets when we will notify you of any change.

Type of change	Minimum Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days

Type of change	Minimum Notice
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited or debited to your account	20 days
Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 3 on page 14 for a description of ePayments)	20 days
Imposing, removing or changing any periodic transaction limit relating to ePayments	20 days
Changing an interest rate	the day of change

For all other changes, we will provide reasonable notice (which, depending on the nature of the change, may be before or after the change is made). If we reasonably consider that such a change is unfavourable to you, we will provide at least 20 days' notice. However, we may give shorter, or no, advance notice of a change unfavourable to you if it is reasonable for us to manage a material and immediate risk.

We may use various methods, and combinations of methods, to notify you of any changes, such as:

- notification by letter or other direct communication (including by electronic means);
- notification on or with your next statement of account;
- notification on or with the next newsletter;
- advertisements in the local or national media;
- notification on our website.

However, we will always select a method or methods we reasonably consider appropriate to the nature and extent of the change, as well as the cost and effectiveness of the method of notification.

We will always provide notice in accordance with any applicable law or industry code (such as the Customer Owned Banking Code of Practice).

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.

#### HOW WE SEND NOTICES & STATEMENTS

To the extent permitted by law, we may send you notices and statements:

- by post, to the address recorded in our records or to a mailing address you nominate;
- by electronic means, including by email to an email address you have given us, SMS to a mobile phone number you have given us, or via our mobile banking app;
- by advertisement in the media or our website, for some notices only
- by other means we agree with you.

We may, instead of sending you a notice or statement, post notices or statements to our website or internet banking service for you to retrieve. In that case, we will notify you via email or other electronic means, when information is available for you to retrieve.

Unless the account is a digital only product (see the *Summary of Accounts & Availability of Access Facilities* brochure), you can revert to receiving paper notices or statements, at any time. We may charge a fee for providing paper statements or notices: see the *Fees and Charges and Transaction Limits* brochure.

You must ensure your address and other contact details, including email address and mobile phone number, are correct and up to date at all times.

#### DIGITAL WALLET (APPLE PAY, GOOGLE PAY ETC)

If you wish to use your Visa Card (Eftpos) or Visa credit card (**Card**) in a digital wallet, such as Apple Pay or Google Pay, please contact us to see if your Card is compatible. If your Card is not compatible,

we will arrange for you to be issued with a compatible Card.

The use and functioning of a digital wallet is governed by the conditions of use for the app or your telecommunications provider that you are using. We recommend that you read these conditions of use carefully before using the digital wallet.

We are not the provider of the digital wallet and are not responsible for its use and function. You should contact the digital wallet provider's customer service if you have questions concerning how to use the digital wallet or problems with the digital wallet.

When you load your Card into a digital wallet, you acknowledge that your personal information will be shared between us, the digital wallet provider, your card provider, relevant card schemes and you to facilitate any purchase you initiate using your Card registered in a digital wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the digital wallet provider's use of your information.

The registration of your Card into a digital wallet is subject to us identifying and verifying you, which will be at our discretion.

We do not make any guarantees that the digital wallet will be accepted at all merchants.

We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the digital wallet.

These terms apply to the use by you of your Card in a digital wallet. By registering your Card in a digital wallet you agree to these terms

We are not responsible if there is a security breach affecting any information stored in the digital wallet or sent from the digital wallet. This is the responsibility of the digital wallet provider.

There are no transaction fees for using your Card in a digital wallet. However, there may be charges from your telecommunications provider.

#### **DIRECT DEBIT**

---

---

You can authorise a participating biller to debit amounts from your eligible account (using your BSB and account number), as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us, we will take action within 1 business day to cancel the facility. We suggest that you also contact the biller.

We will promptly investigate if you inform us that a direct debit was not authorised or is otherwise irregular. We suggest that you also contact the biller. However, we are not liable to compensate you for your biller's error.

If you set up the payment on your Visa debit card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

---



---

**ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE**


---

**Section 1. INFORMATION ABOUT OUR EPAYMENT FACILITIES**

You should follow the guidelines in the box below to protect against unauthorised use of your access cards, devices and passcodes. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

**Important Information About Protecting Your Access Cards, Devices and Passcodes**

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep your access card and passcodes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your access card or device, or to report unauthorised use of your access card, BPAY® or telephone, internet or mobile banking.
- Immediately report lost, theft or unauthorised use or access (see How To Contact Us on page 2).
- If you change a passcode, do not select a passcode which represents your birth date or a recognisable part of your name.
- Never write or save the passcode on any access card, mobile phone, computer or device, even if disguised.
- Never write the passcode on anything which is kept with or near any access card, mobile phone, computer or device.
- Never lend the access card to anybody.
- Never tell or show the passcode to another person.
- Use care to prevent anyone seeing the passcode being entered on any electronic equipment.
- Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address, and ensure your contact details, including email address and mobile phone number, are correct and up to date at all times.
- ALWAYS access the internet banking service only using the OFFICIAL URL addresses.
- NEVER access internet banking via a link in an email, SMS or other electronic message.
- If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or to confirm details of your passcode. We will NEVER ask you to provide us with these details.

**If you fail to ensure the security of your access card, access facility and passcodes you may increase your liability for unauthorised transaction.**

These ePayment Conditions of Use govern all electronic transactions made using any one of our access cards or facilities, listed below:

Visa Card  
 BPAY®  
 Mobile Banking

Internet Banking  
 Telephone Banking

You can use any of these electronic access facilities to access an account, as listed in the *Summary of Accounts & Availability of Access Facilities*

### Visa Card

Visa Card allows you to make payments 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:

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts

We may choose not to give you a Visa Card if, in our reasonable opinion, your banking history with the Credit Union is not satisfactory or if you are under 18 years of age.

#### Important Information about Chargebacks for VISA Card

If you wish to dispute a Visa Card transaction you should notify us as soon as possible. Under the card scheme rules we can seek a refund of Visa Card purchases from the merchant's financial institution in certain circumstances, such as non-delivery of goods or services ordered, unauthorised purchases, or payments under a regular payment arrangement that you had already cancelled. This is called a 'chargeback'.

The card scheme rules impose strict timeframes on requesting chargebacks. We will need to investigate a disputed transaction to determine if we have a right to a chargeback. You must provide us with any information or material we request to investigate the transaction and support the chargeback request. If we determine that we have a right to a chargeback we will seek it without delay.

**It is in your own interest to notify us as soon as possible if you become aware of circumstances which might entitle us to claim a chargeback on your behalf.**

However, you should seek to resolve the issue with the merchant first.

Please note that chargebacks do not apply to BPAY® payments.

### Section 2. DEFINITIONS

- (a) **access card** means an ATM card, debit card or credit card and includes our Visa Card
- (b) **AFCA** means the Australian Financial Complaints Authority
- (c) **ATM** means automatic teller machine
- (d) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
- (e) **device** means a device we give to a user that is used to perform a transaction. Examples include:
  - (i) ATM card
  - (ii) debit card or credit card, whether physical or virtual
- (f) **EFTPOS** means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
- (g) **facility** means an arrangement through which you can perform transactions
- (h) **identifier** means information that a user:
  - (i) knows but is not required to keep secret, and

- (ii) must provide to perform a transaction  
Examples include an account number, customer number.
- (i) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet
- (j) **NPP** means the New Payments Platform operated by NPP Australia Limited
- (k) **NPP Payments** means electronic payments cleared and settled by participating financial institutions via the NPP
- (l) **passcode** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:
  - (i) personal identification number (PIN)
  - (ii) internet banking password
  - (iii) code provided to a user by SMS, email or in a mobile applicationA passcode does not include a number printed on a device (e.g. a security number printed on a credit or debit card).

*Note: a passcode includes single-use passwords or codes, as well as passwords or codes that are used more than once.*
- (m) **pay anyone banking facility** means a facility where a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments
- (n) **regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your account using your debit card or credit card details at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.
- (o) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3
- (p) **unauthorised transaction** means a transaction that is not authorised by a user. It does not include any transaction that is performed by you or another user, or by anyone who performs a transaction with the knowledge and consent of you or another user
- (q) **user** means you or an individual you have authorised to perform transactions on your account, including:
  - (i) a third party signatory to your account
  - (ii) a person you authorise us to issue an additional card to.
- (r) **we, us or our** means Macquarie Credit Union
- (s) **you** means the person or persons in whose name this Account & Access Facility is held.

### Section 3. TRANSACTIONS

- 3.1. These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:
  - (a) initiated using electronic equipment, and
  - (b) not intended to be authenticated by comparing a manual signature with a specimen signature.
- 3.2. Without limiting clause 3.1, these ePayment Conditions of Use apply to the following transactions:
  - (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
  - (b) bill payment transactions
  - (c) pay anyone banking facility transactions
  - (d) online transactions performed using a card number and expiry date

- (e) online bill payments (including BPAY®)
- (f) direct debits
- (g) transactions using mobile devices

**Section 4. WHEN YOU ARE NOT LIABLE FOR LOSS**

- 4.1. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
  - (b) a device, identifier or passcode which is forged, faulty, expired or cancelled
  - (c) a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)
  - (d) a transaction being incorrectly debited more than once to the same facility
  - (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.
- 4.2. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- 4.3. You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- 4.4. In a dispute about whether a user received a device or passcode:
- (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
  - (b) we can prove that a user received a device or passcode by obtaining an acknowledgement of receipt from the user
  - (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or passcode.

**Section 5. WHEN YOU ARE LIABLE FOR LOSS**

- 5.1. If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.
- 5.2. Where we can prove on the balance of probability that a user contributed to a loss through fraud or breaching the passcode security requirements in Section 6:
- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us
  - (b) you are not liable for the portion of losses:
    - (i) incurred on any one day that exceeds any applicable daily transaction limit
    - (ii) incurred in any period that exceeds any applicable periodic transaction limit
    - (iii) that exceeds the balance on the facility, including any pre-arranged credit
    - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.
- 5.3. Where:
- (a) more than one passcode is required to perform a transaction; and
  - (b) we prove that a user breached the passcode security requirements in Section 6 for one or more of the required passcodes, but not all of the required passcodes,
- you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the passcode security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

- 5.4. You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

*Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.*

- 5.5. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:

- (a) are liable for the actual losses that occur between:
- (i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
  - (ii) when the security compromise was reported to us
- (b) are not liable for any portion of the losses:
- (i) incurred on any one day that exceeds any applicable daily transaction limit
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the transaction.

*Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.*

- 5.6. Where a passcode was required to perform an unauthorised transaction, and clauses 5.2-5.5 do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us
- (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit
- (c) the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

- 5.7. In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:

- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
- (b) the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the passcode security requirements in Section 6
- (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

- 5.8. If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## **Section 6. PASSCODE SECURITY REQUIREMENTS**

- 6.1. Section 6 applies where one or more passcodes are needed to perform a transaction.

- 6.2. A user must not:



- (a) voluntarily disclose one or more passcodes to anyone, including a family member or friend
- (b) where a device is also needed to perform a transaction, write or record passcode(s) on a device, or keep a record of the passcode(s) on anything:
  - (i) carried with a device
  - (ii) liable to loss or theft simultaneously with a device,unless the user makes a reasonable attempt to protect the security of the passcode
- (c) where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode(s).

*Note: If you or another user breaches these passcode security requirements, we may not be required to indemnify you for loss arising from that breach. See Section 5.*

- 6.3. For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode record, including by:
- (a) hiding or disguising the passcode record among other records
  - (b) hiding or disguising the passcode record in a place where a passcode record would not be expected to be found
  - (c) keeping a record of the passcode record in a securely locked container
  - (d) preventing unauthorised access to an electronically stored record of the passcode record.

This list is not exhaustive.

- 6.4. A user must not act with extreme carelessness in failing to protect the security of all passcodes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

*Note 1: An example of extreme carelessness is storing a user name and passcode for internet banking in a diary, computer or other personal electronic device that is not password protected under the heading 'Internet banking codes'.*

*Note 2: For the obligations applying to the selection of a passcode by a user, see clause 6.5.*

- 6.5. A user must not select a numeric passcode that represents their birth date, or an alphabetical passcode that is a recognisable part of their name, if we have:
- (a) specifically instructed the user not to do so
  - (b) warned the user of the consequences of doing so.
- 6.6. The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5.
- 6.7. Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the passcode security requirements in Section 6.
- 6.8. Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a passcode that is required or recommended for the purpose of using the service does not breach the passcode security requirements in Section 6.
- 6.9. For the purposes of clause 6.8, we are not taken to have promoted, endorsed or authorised a user's use of a particular service merely because we have chosen to use the service for our own purposes or have not actively prevented the user from accessing a service.

## **Section 7. LIABILITY FOR LOSS CAUSED BY SYSTEM OR EQUIPMENT MALFUNCTION**

- 7.1. You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.

- 7.2. Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors;
  - (b) refunding any fees or charges imposed on the user.

#### **Section 8. NETWORK ARRANGEMENTS**

- 8.1. We must not avoid any obligation owed to you on the basis that:
- (a) we are a party to a shared electronic payments network;
  - (b) another party to the network caused the failure to meet the obligation.
- 8.2. We must not require you to:
- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
  - (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

#### **Section 9. MISTAKEN INTERNET PAYMENTS**

- 9.1. In this Section 9:
- (a) **mistaken internet payment** means a payment by a user through a pay anyone banking facility and processed by an ADI where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
    - (i) the user's error; or
    - (ii) the user being advised of the wrong BSB number and/or identifier.

*Note: this definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.*
  - (b) **receiving ADI** means an ADI whose customer has received an internet payment
  - (c) **unintended recipient** means the recipient of funds as a result of a mistaken internet payment
- 9.2. When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.
- 9.3. If we are satisfied that a mistaken internet payment has occurred, we must, as soon as reasonably possible and by no later than 5 business days from the time of the user's report of a mistaken internet payment, send the receiving ADI a request for the return of the funds
- Note: Under the ePayments Code, the receiving ADI must within 5 business days of receiving our request:*
- (i) acknowledge the request for the return of funds, and
  - (ii) advise us whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.
- 9.4. If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.
- 9.5. We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 9.6. You may complain to us about how the report is dealt with, including that we:
- (a) are not satisfied that a mistaken internet payment has occurred
  - (b) have not complied with the processes and timeframes set out in clauses 9.2-9.5, or as described in the box below.
- 9.7. When we receive a complaint under clause 9.6 we must:
- (a) deal with the complaint under our internal dispute resolution procedures
  - (b) not require you to complain to the receiving ADI.

- 9.8. If you are not satisfied with the outcome of a complaint, you are able to complain to AFCA.
- 9.9. If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving ADI to return the funds to the payer's ADI then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account you must co-operate with us to facilitate repayment of the funds.

**Information about a receiving ADI's obligations after we request return of funds**

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.**

- **Process where sufficient funds are available & report is made within 10 business days**
  - If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
  - If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
  - The sending ADI must return the funds to the holder as soon as practicable.
- **Process where sufficient funds are available & report is made between 10 business days & 7 months**
  - The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
  - If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
    - a. prevent the unintended recipient from withdrawing the funds for 10 further business days, and
    - b. notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
  - If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
  - If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
  - The sending ADI must return the funds to the holder as soon as practicable.
- **Process where sufficient funds are available and report is made after 7 months**
  - If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
  - If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
  - If the unintended recipient consents to the return of the funds:
    - a. the receiving ADI must return the funds to the sending ADI, and
    - b. the sending ADI must return the funds to the holder as soon as practicable.

➤ **Process where sufficient funds are not available**

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must exercise discretion, after appropriate weighing of interests of the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should pursue return of the total value of the mistaken internet payment, pursue the return of a partial amount of the mistaken internet payment, or not pursue any return of funds.
- The above processes where sufficient funds are available will also apply where insufficient funds are available, but only in relation to the value of the insufficient funds available..

**Section 10. USING THE INTERNET OR MOBILE BANKING**

10.1. We do not warrant that:

- (a) the information available to you about your accounts through internet or mobile banking service is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to internet or mobile banking;
- (c) data you transmit internet or mobile banking is totally secure.

**Section 11. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR ACCESS CARD OR PASSCODE**

11.1. If you believe your access card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or the access card HOTLINE at any time.

*Please refer to How to Contact Us on page 2 for our contact details.*

11.2. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

11.3. The access card HOTLINE is available 24 hours a day, 7 days a week.

11.4. If the access card HOTLINE is not operating when you attempt notification, nevertheless, you must 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 access card HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

11.5. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

- (a) with us by telephone or priority paid mail as soon as possible; or
- (b) by telephoning the VISA Card Hotline number for the country you are in.

<p><b>VISA CARD HOTLINE</b></p> <p><b>AUSTRALIA WIDE TOLL FREE</b></p> <p><b>1800 648 027</b></p>	
---	--

**Section 12. HOW TO REPORT UNAUTHORISED USE OF INTERNET OR MOBILE BANKING**

12.1. If you believe that your passcodes for internet or mobile banking transactions have been misused, lost or stolen, or, where relevant, your passcode has become known to someone else, you must contact us immediately.

*Please refer to How to Contact Us on page 2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.*

- 12.2. If you believe an unauthorised transaction has been made and your access method uses a passcode, you should change that passcode.

### **Section 13. USING THE ACCESS CARD**

- 13.1. You agree to sign the access card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of access card. You must ensure that any other cardholder you authorise also signs their access card immediately upon receiving it and before using it.
- 13.2. We will advise you from time to time:
- (a) what transactions may be performed using access card;
  - (b) what ATMs of other financial institutions may be used; and
  - (c) what the daily cash withdrawal limits are.
- Please refer to the Fees and Charges and Transaction Limits brochure for details of current transaction limits*
- 13.3. You may only use your access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your access card to access.
- 13.4. The access card always remains our property.

### **Section 14. USING VISA OUTSIDE AUSTRALIA**

- 14.1. All transactions made in a foreign currency on the Visa Card will be converted into Australian currency by Visa Worldwide, 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 Central Processing Date (that is, the date on which Visa processes the transaction).
- 14.2. All transactions made in a foreign currency or with a merchant located overseas (even if in Australian currency)] on the Visa Card are subject to a conversion fee. Please refer to the *Fees and Charges and Transaction Limits* brochure for the current conversion fee.
- 14.3. Some overseas Merchants and electronic terminals charge a surcharge for making a transaction using your Visa card. 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.
- 14.4. Some overseas Merchants and electronic terminals allow the cardholder the option to convert the value of the Transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

### **Section 15. ADDITIONAL ACCESS CARD**

- 15.1. You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
- 15.2. You will be liable for all transactions carried out by this cardholder.
- 15.3. We will give each additional cardholder a separate passcode.
- 15.4. You must ensure that any additional cardholders protect their access card and passcode in the same way as these ePayment Conditions of Use require you to protect access card and passcode.
- 15.5. To cancel the additional access card you must notify us by telephone, in person at the branch or in writing (including electronically).
- Please refer to How To Contact Us on page 2 for our contact details.*
- 15.6. You will not be liable for the continued use of the additional access card after its cancellation.

### **Section 16. USE AFTER CANCELLATION OR EXPIRY OF ACCESS CARD**

- 16.1. You must not use your access card:
- (a) before the valid date or after the expiration date shown on the face of access card; or
  - (b) after the access card has been cancelled.

- 16.2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

**Section 17. EXCLUSIONS OF ACCESS CARD WARRANTIES AND REPRESENTATIONS**

- 17.1. We do not warrant that Merchants or ATMs displaying access card signs or promotional material will accept access card.
- 17.2. We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour access card.
- 17.3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa Card. 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.

**Section 18. CANCELLATION OF ACCESS CARD OR OF ACCESS TO INTERNET OR MOBILE BANKING OR BPAY®**

- 18.1. You may cancel your access card, your access to internet or mobile banking or BPAY® at any time by giving us written notice.
- 18.2. We may, acting reasonably, immediately cancel or suspend your access card or your access to internet or mobile banking and BPAY® at any time:
- (a) for security reasons,
  - (b) if you breach these Conditions of Use
  - (c) if we reasonably suspect that you, or someone acting on your behalf, is being fraudulent
  - (d) for any other reason set out in *Closing Accounts, Cancelling Access Facilities & Delaying, Blocking, Freezing or Refusing Transactions* on page 9.

In the case of access card, we may cancel the access card by capture of the access card at any ATM.

- 18.3. We may cancel your access card or your access to internet or mobile banking, or BPAY® for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.
- 18.4. In the case of access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of access card.
- 18.5. In the case of internet or mobile banking or BPAY® if, despite the cancellation of your access to the relevant access method, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 18.6. Your access card or your access to internet or mobile banking or BPAY® will be terminated when:
- (a) we notify you that we have cancelled your access card or your access method to the account with us;
  - (b) you close the last of your accounts with us to which the access card applies or which has internet or mobile banking or BPAY® access;
  - (c) you alter the authorities governing the use of your account or accounts to which the access card applies or which has internet or mobile banking or BPAY® access (unless we agree otherwise).
- 18.7. In the case of access card, we may demand the return or destruction of any cancelled access card.

**Section 19. USING BPAY®**

- 19.1. You can use BPAY® to pay bills bearing the BPAY® logo from those accounts that have the BPAY® facility.
- 19.2. When you tell us to make a BPAY® payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

- 19.3. We cannot effect your BPAY® instructions if you do not give us all the specified information or if you give us inaccurate information.

*Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## **Section 20. PROCESSING BPAY® PAYMENTS**

- 20.1. We will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:

- (a) you become aware of any delays or mistakes in processing your BPAY® payment;
- (b) you did not authorise a BPAY® payment that has been made from your account; or
- (c) 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.*

- 20.2. A BPAY® payment instruction is irrevocable.

- 20.3. Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.

- 20.4. We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.

- 20.5. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay).

*Please note that 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.*

- 20.6. A BPAY® payment is treated as received by the biller to whom it is directed:

- (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
- (b) otherwise, on the next banking business day after you direct us to make it.
- (c) 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.

- 20.7. Notwithstanding this, a delay may occur processing a BPAY® payment if:

- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
- (b) you tell us to make a BPAY® payment on a day which is not a banking business day or after the cut off time on a banking business day; or
- (c) a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

- 20.8. If we are advised that your payment cannot be processed by a biller, we will:

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

- 20.9. 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:

- (a) 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
- (b) 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.

- 20.10. If you are responsible for a mistaken BPAY® payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## **Section 21. FUTURE-DATED BPAY® PAYMENTS**

*Please note that this is an optional facility depending on whether we offer it.*

You may arrange BPAY® payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:

- (a) you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
- (b) if there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made and you may be charged a dishonour fee;
- (c) you are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
- (d) you should contact us if there are any problems with your future-dated payment;
- (e) you must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.

## **Section 22. CONSEQUENTIAL DAMAGE FOR BPAY® PAYMENTS**

- 22.1. This clause 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 this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause 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.
- 22.2. We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## **Section 23. REGULAR PAYMENT ARRANGEMENTS**

- 23.1. You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- 23.2. To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 23.3. Should your card details be changed (for example if your Visa Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 23.4. Should your Visa Card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

## **Section 24. MAKING AND RECEIVING NPP PAYMENTS USING PAYID**

- 24.1 The PayID service is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of Account details.
- 24.2 Before you can create your PayID to receive NPP Payments into your Account, you have to satisfy us that you either own or are authorised to use your chosen PayID and you have an eligible Account.
- 24.3 Whether you choose to create a PayID for your Account or not, you and each Authorised User, may use a payee's PayID to make particular types of NPP Payments to the payee from your Account provided that:



- (a) we and the payee's financial institution support the NPP Payment Service;
  - (b) the payee's Account is able to receive the particular NPP Payment; and
  - (c) the PayID is not locked.
- 24.4 You may create a PayID as long as it is a supported PayID Type. Some PayID Types, for example Organisation IDs, are restricted to business customers and organisations. Only eligible customers will be able to create a PayID that is a restricted PayID Type.
- 24.5 You must satisfy us that you own or are authorised to use your chosen PayID before you can use it to receive NPP Payments. This means we may ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile or Internet banking or online payment services with us or not.
- 24.6 Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send NPP Payments to you. At the same time you create your PayID, we will either enable you to:
- (a) Confirm your selection of a PayID Name for display to payers; or
  - (b) Select an alternative PayID Name, such as your business name, for display.
- 24.7 We will not permit selection of a PayID Name that is likely to mislead or deceive a payer into sending you NPP Payments intended for another payee, or for which for any reason is appropriate.
- 24.8 We will not create a PayID for you without your prior consent.
- 24.9 You may choose to create more than one PayID for your Account.
- 24.10 If your Account is a joint Account, you and each other joint Account holder can create a unique PayID for the Account.
- 24.11 If you have authorised users on your Account, each authorised user may create a unique PayID for the Account.
- 24.12 Once a PayID is created and linked to your Account, it may not be used in relation to any other Account with us or with any other financial institution.
- 24.13 The PayID service does not support duplicate PayIDs. If you try to create a PayID for your Account which is identical to another PayID in the service, you will see the following message "Unable to Register PayID". You can contact us to discuss duplicate PayIDs. We cannot disclose details of any personal information in connection with duplicate PayIDs.
- 24.14 You can transfer your PayID to another Account with us, or to an Account with another financial institution by submitting a request to us.
- 24.15 A transfer of your PayID to another Account with us will generally be effective immediately, unless we notify you otherwise.
- 24.16 By creating your PayID you acknowledge that you authorise:
- (a) us to record your PayID, PayID Name and Account details in the PayID service;
  - (b) NPP Participants which are payers' financial institutions will use your PayID information for the purposes of constructing NPP payment messages, enabling payers to make NPP Payments to you. We will disclose your PayID Name to payers for NPP Payment validation.
- 24.17 A transfer of your PayID to another financial institution is a two-step process initiated by you and completed by that financial institution. First, ask us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account with us. You can request transfer of your PayID at any time.
- Note: Transferring a PayID [to another financial institution] will cause payments under any PayTo Payment Agreement linked to that PayID to fail unless you also transfer the Payment Agreement.
- 24.18 A locked PayID cannot be transferred.
- 24.19 To transfer a PayID that you created for an Account with another financial institution to your Account with us, you will need to start the process with that financial institution.

Note: If the PayID is linked to a PayTo Payment Agreement, the Payment Agreement will not automatically transfer with the PayID. You will need to take additional steps if you wish to transfer the Payment Agreement to your account with us.

- 24.20 You can close your PayID via internet banking, the Mobile Banking App or by calling us.  
Note: Closing a PayID will cause payments under any PayTo Payment Agreement linked to that PayID to fail unless you also transfer the Payment Agreement.
- 24.21 You must notify us immediately if you no longer own or have authority to use your PayID.
- 24.22 We monitor PayID use to manage PayID misuse and fraud. Your PayID will be locked if we reasonably suspect misuse of your PayID or use of your PayID to procure NPP Payments fraudulently.
- 24.23 You can request to unlock a locked PayID. The PayID will be unlocked when it has been confirmed that the PayID has not been misused.
- 24.24 Where we and the sending financial institution determine that an NPP Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

## **Section 25. USING OSKO®**

- 25.1 You can make an Osko® payment which allows you to make everyday payments in a fast and versatile way.
- 25.2 Transaction limits may apply from time-to-time on the amount of Osko Payments that you can make. These transaction limits are set out in our *Fees and Charges* brochure
- 25.3 Money is transferred in near real-time with close to immediate funds availability, even if the individuals involved use different financial institutions or the payment is made over the weekend.
- 25.4 When you tell us to make an Osko payment you must tell us the bank account details or PayID of the person or business you wish to pay and the amount to be paid and the Account from which the amount is to be paid.
- 25.5 Not all Australian Accounts will be able to receive payments via the NPP. We will only effect your Osko payment if you give us all the specified information.
- 25.6 In order to make an Osko payment you do not have to have a registered PayID.
- 25.7 When you direct an Osko payment or a payment request to a PayID your full legal name and last known address as held by Regional Australia Bank will be provided to the receiving financial institution. This information will not be provided to the payment recipient and will be disposed of by the receiving financial institution in accordance with the Privacy Act (1998) (Cth).
- 25.8 When you direct an Osko payment or payment request to a PayID connected to a joint Account, other Account holders may be able to see the messages and notifications associated with the payment or payment request. Similarly, depending on the settings you choose for your PayID, other Account holders on your Account may be able to see messages and notifications associated with Payments and Payment Requests addressed to your PayID.
- 25.9 When initiating a Transaction, you might direct the Transaction to an incorrect Account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before you submit a transaction

## **Section 26. PROCESSING OSKO® PAYMENTS**

- 26.1 We will attempt to make sure that your Osko payments are processed promptly by participants, and you must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your Osko payment;
  - (b) you did not authorise an Osko payment that has been made from your Account; or
  - (c) you think that you have been fraudulently induced to make an Osko payment.
- Please keep a record of the Osko receipt numbers on the relevant bills.*

- 26.2 When you want us to send a payment direction you must give us the recipients PayID, their name, the amount of the transfer and the Account payment the transfer is to come from. You should ensure all information you provide in relation to an Osko payment is correct as an Osko payment instruction is irrevocable.
- 26.3 Except for scheduled or recurring payments, you cannot stop Osko payments once you have instructed us to make it and we cannot reverse it.
- 26.4 We will treat your Osko payment instruction as valid if, when you give it to us, you use the correct access method.
- 26.5 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay) when making an Osko payment or if you did not authorise an Osko payment that has been made from your Account.  
*Note: You must provide us with written consent addressed to the payee who received that Osko payment. If you do not give us that consent, the payee may not be permitted under law to disclose to us the information we need to investigate or rectify that Osko payment.*
- 26.6 An Osko payment is treated as received by the payee to whom it is directed:
- (a) upon receipt of a successful payment notification approximately 15 seconds after the transfer has been submitted; and  
*Note: An Osko payment may take longer to be credited to a payee if there is anything suspicious about the payment that requires investigation.*
  - (b) notwithstanding this, a delay may occur processing a Osko payment if a payee, or another financial institution participating in the NPP, does not comply with its Osko obligations.
- 26.7 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a Osko payment and later discover that:
- (b) the amount you paid was greater than the amount you needed to pay - you must contact the payee to obtain a refund of the excess; or
  - (c) the amount you paid was less than the amount you needed to pay - you can make another payment for the difference between the amount you actually paid and the amount you needed to pay.
- 26.8 If you are responsible for a mistaken Osko payment and we cannot recover the amount from the person who received it within twenty (20) banking business days of us attempting to do so, you will be liable for that payment.
- 26.9 Please see our Fees and Charges brochure for current fees and charges in relation to Osko Payments.

## **Section 27. SCHEDULED AND RECURRING OSKO® PAYMENTS**

You may schedule Osko payments in advance of the time for payment as well as scheduling recurring Osko payments. If you use this option you should be aware of the following:

- (a) you are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated Osko payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility, there must be sufficient available credit for that purpose;
- (b) if there are insufficient cleared funds or, as relevant, insufficient available credit, the Osko payment will not be made and you may be charged a dishonour fee. Please refer to our Fees and Charges brochure.
- (c) you are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly; and
- (d) you should contact us if there are any problems with your future-dated payment.

### **DIGITAL WALLET (APPLE PAY, GOOGLE PAY ETC)**

If you wish to use your Visa Card (Eftpos) or Visa credit card (**Card**) in a digital wallet, such as Apple Pay or Google Pay, please contact us to see if your Card is compatible. If your Card is not compatible, we will arrange for you to be issued with a compatible Card.

The use and functioning of a digital wallet is governed by the conditions of use for the app or your telecommunications provider that you are using. We recommend that you read these conditions of use carefully before using the digital wallet.

We are not the provider of the digital wallet and are not responsible for its use and function. You should contact the digital wallet provider's customer service if you have questions concerning how to use the digital wallet or problems with the digital wallet.

When you load your Card into a digital wallet, you acknowledge that your personal information will be shared between us, the digital wallet provider, your card provider, relevant card schemes and you to facilitate any purchase you initiate using your Card registered in a digital wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the digital wallet provider's use of your information.

The registration of your Card into a digital wallet is subject to us identifying and verifying you, which will be at our discretion.

We do not make any guarantees that the digital wallet will be accepted at all merchants.

We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the digital wallet.

These terms apply to the use by you of your Card in a digital wallet. By registering your Card in a digital wallet you agree to these terms

We are not responsible if there is a security breach affecting any information stored in the digital wallet or sent from the digital wallet. This is the responsibility of the digital wallet provider.

There are no transaction fees for using your Card in a digital wallet. However, there may be charges from your telecommunications provider.

## COMPLAINTS

---

If you want to make a complaint, please speak to our staff:

- at our branch; or
- by calling 1300 885 480

You may also make a complaint:

- by emailing [info@macquariecu.com.au](mailto:info@macquariecu.com.au);
- visiting our website at [www.macquariecu.com.au](http://www.macquariecu.com.au)

We will handle your complaint fairly and try to resolve it as soon as possible. If we cannot resolve the issue on the spot, we will do our best to complete our investigation and inform you of our decision within 21 days. We will let you know if we need more time.

For more information about our complaint handling process we have a guide to our dispute resolution system available on our website or on request.

### **Australian Financial Complaints Authority**

If you are not satisfied with our response, or handling of your complaint, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent external resolution service. You can contact AFCA at:

Postal Address: Australian Financial Complaints Authority Limited  
GPO Box 3  
Melbourne VIC 3001

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

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

Telephone: 1800 931 678

### **Customer Owned Banking Code of Practice compliance**

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee. Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation. You can contact the Committee at:

Postal Address: Customer Owned Banking Code Compliance Committee  
PO Box 14240  
Melbourne VIC 8001

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

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

Telephone: 1800 931 678