



Bank of Melbourne

Transaction, Savings and Investment Accounts

Accounts no longer offered

Banking Services Terms and Conditions
and General Information

Effective Date: 20 March 2013

This booklet sets out terms and conditions for the accounts listed in the table at the front of this booklet, along with general information about our banking services.

This booklet does not contain all of the Terms and Conditions that apply to you. Additional Terms and Conditions are set out in:

- the booklet “Bank of Melbourne Transaction, Savings and Investment Accounts - accounts no longer offered Fees and charges and how to minimise them”; and
- any notice we give you about current interest rates that apply to your Account.

Further information about our products and services is available by visiting our website **bankofmelbourne.com.au**

Important information

Security

The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Card and any record of your PIN are not misused, lost or stolen.

Stopping or altering payments

If you believe you have made a mistake in a transaction or payment, you must contact us as soon as possible on 13 22 66 so that we can locate the transaction and take action.

Periodical payments and Scheduled Payments

You may stop or alter a periodical payment, or a transaction or payment (including an Internet Banking or Phone Banking transaction or payment) that is a Scheduled Payment by instructing us before the end of the Business Day immediately prior to the day the Scheduled Payment is to be made.

Cheques

You may stop payment on a cheque by instructing us before the cheque is paid by us. Contact us as soon as possible on 13 22 66. Speed is important. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable.

If your cheque has already been presented and paid, we cannot stop payment on it.

Direct debits

You may cancel a direct debit facility by visiting any branch, or calling 13 22 66. You should also contact the merchant debiting the funds from your Account.

If you wish to alter your direct debit facility, you should contact the merchant debiting the funds from your Account.

We cannot accept a request to stop a payment made under a direct debit arrangement after we have debited the payment from your Account.

Other transactions and payments

Other than as set out above, we cannot accept a request to stop or alter a transaction or payment after you have instructed us to make it.

Faults and service difficulties

Please tell us about any service fault or difficulty with our EFT System (such as an ATM) by calling 13 22 66.

Limits on your use of Cards*

Daily limits on cash withdrawals

For each Card linked to an account, limit that applies each day on the total of all cash withdrawals (including eftpos cash out transactions).

All cards - \$1,000

Daily limits on purchases

For each Card linked to an account, limit that applies each day on the total of all purchases of goods or services, including purchases at any merchant that conducts a gaming or betting business.

All cards - \$8,000

Minimum withdrawal amounts apply to ATMs. The minimum withdrawal amount for each ATM varies depending on the denominations available at the ATM.

*These limits apply unless we specify or agree to a lower limit applicable to your use of a Card. These limits do not apply to PINpad transactions carried out in Bank of Melbourne, St.George or BankSA branded branches, or transactions carried out through **Bank@Post**. Merchants or other financial institutions may impose additional limits, such as for the use of a Card at a store or in an ATM.

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Part A - Terms and conditions applying to your Account

Table 1 - Summary of account features and benefits: Accounts no longer offered for sale

Description	Further details
Account opening	
Minimum opening balance	
Minimum opening balance with cheque facility	
Eligibility criteria apply	
Accessing your Account	
Funds at call	Clause 13
Internet Banking	
Phone Banking	
Visa Debit Card	Clause 24 - 29
Bank of Melbourne FreedomCard†	Clause 24 - 29
Maestro/Cirrus ATM Card#	Clause 24 - 29
Deposit Only Card	
Cheque facility	Clause 23
Branch	
Bank@Post™	
Electronic Agency	
BPAY/BPAY View	
Periodical payments, direct credits and direct debits	Clause 11, 14, 15
Packaging and linking	
Include in Bank of Melbourne Advantage Package	
Overdraft option	Clause 16
Interest offset facility	Clause 4
Other features and benefits	
Interest paid^	Clause 3
Bonus interest	Clause 5
Tiered interest rates	Clause 3.3
Balance tiers	Clause 3.4
Statements*	Clause 8
Passbook	Clause 9
Alerts Services	Section 4
ATM Mini Transaction History	
Automatic pension crediting	Clause 12
Telegraphic Transfer	

* Except for Portfolio and Get Set Loans, statements will ordinarily be provided every 2 months if a Visa Debit Card has been issued for your account. For Complete Freedom Student Accounts opened prior to 20 May 2007, statements will ordinarily be provided every 6 months.

Investment Savings account	Gold Cash Management account	Portfolio Cash Management account	Freedom Plus account	School Saver account	Direct Saver account	DIY Super Direct Saver account	Power Saver account
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
X	X	X	X	✓	X	X	X
✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓
X	X	X	X	X	X	X	X
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	X	X	X
X	✓	✓	X	X	X	X	X
✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	✓	✓	✓
X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X
✓	X	X	X	X	X	X	X
Quarterly [^]	Monthly	Monthly	N/A	6 monthly	Monthly	Monthly	Monthly
X	X	X	X	X	X	X	X
✓	✓	✓	X	✓	X	X	X
X	X	X	X	X	X	X	X
6 monthly	Quarterly	Monthly	6 monthly	6 monthly	6 monthly	6 monthly	6 monthly
✓	✓	X	X	✓	X	X	X
✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	X	X	X
✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓

Not available from 22 June 2009.

[^] Where interest is paid quarterly, it is paid on the last day of March, June, September and December.

[†] Available from 22 June 2009.

Section 1 - General

1 About these terms and conditions

1.1 These terms and conditions apply to:

(a) your Account; and

(b) any Payment Service used in conjunction with your Account,

but will not apply to the extent that these terms and conditions are inconsistent with, or expressly overridden by, the terms and conditions of any credit contract relating to your Account.

1.2 You should read the Terms and Conditions carefully, along with any other terms and conditions we give you that apply to your Account or a Payment Service.

1.3 Separate terms and conditions apply to your use of Internet and Phone Banking and Business Banking Online. You can obtain a copy of the terms and conditions for other banking services we offer by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbourne.com.au**

Section 2 - Accounts

2 Opening an Account

2.1 We offer a wide selection of transaction, savings and investment products, with a range of account features, making it easy to find the right account for you. Contact us on 13 22 66 to discuss products that meet your needs.

The accounts to which these terms and conditions apply, and the various options available for those accounts, are set out in the table at the front of these terms and conditions.

2.2 You can begin the process of opening an account by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbourne.com.au**; or
- logging on to Internet Banking (if you are registered for Internet and Phone Banking).

2.3 We may require a minimum opening deposit for an account. Any minimum opening deposit required for an account is set out in the table at the front of these terms and conditions.

2.4 When you open an account with us:

- (a) you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary); and
- (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from any interest payments if you do not.

2.5 If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.

3 Interest

3.1 For Accounts on which interest is payable, the interest rates that apply to credit balances of your Account for each day are set out in the Interest Rate Brochure current on that day. You can obtain the current Interest Rate Brochure by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbourne.com.au**

We do not pay interest on your Account while it is linked to a loan account under an interest offset facility.

- 3.2 Interest is calculated daily on the balance of your Account at the end of each day, including the day of deposit, but excluding the day of withdrawal. Interest is credited to your Account on the Business Day after the end of the period specified for your Account in the table at the front of these terms and conditions.
- 3.3 If tiered interest rates apply to your Account, the interest rate applying to the balance of your Account will depend on the amount of that balance at the time interest is calculated. The tiers and the rates that apply to them for each day are set out in the Interest Rate Brochure current on that day.
- 3.4 If balance tiers apply to your Account, different interest rates may apply to different portions of the balance of your Account. Balance tiers and the rates that apply to them for each day are set out in the Interest Rate Brochure current on that day.
- 3.5 We may change the interest rate, interest rate tiers and balance tiers that apply to your Account at any time. We will give you notice of any changes (see clauses 33 and 34).

4 Interest offset facility

- 4.1 If an interest offset facility is available for your Account, you may request us to link your Account to an eligible loan account you hold with us. Linking your Account to a loan account may reduce the amount of interest payable on the loan account.
- 4.2 No interest will be paid to you on your Account while that Account is linked to a loan account under an interest offset facility (including if the balance of your Account exceeds the amount owing on the linked loan account). Details of how an interest offset facility may reduce the interest payable on your loan account are set out in the terms and conditions applying to your loan account.
- 4.3 Not all Accounts or loan accounts may be linked under an interest offset facility. Contact us by calling 13 22 66 to find out whether your Account and your loan account may be linked. The types of interest offset facilities that are available for your Account are set out in the table at the front of these terms and conditions.
- 4.4 Your Account may not be linked to more than one loan account under an interest offset facility.

5 Bonus Interest

If Bonus Interest is available for your Account, you qualify for a bonus interest rate above the interest rate that would otherwise apply to your Account in a month if, throughout the month:

- (a) at least one deposit is made to your Account;
- (b) no withdrawals are made from your Account; and
- (c) you maintain the required minimum balance in your Account.

The bonus interest rate for each day is set out in the Interest Rate Brochure current on that day.

6 Fees and charges

- 6.1 The Fees and Charges booklet shows any fees and charges (including government charges) that apply to your Account and Payment Services. We may debit any fees and charges payable under the Terms and Conditions to your Account.
- 6.2 We may change fees and introduce new fees at any time. We will give you notice of any changes to fees (see clauses 33 and 34).

7 Adjustment of debits and credits to your Account

- 7.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 7.2 We may subsequently adjust debits and credits to your Account, and the balance of your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error, or because a deposited cheque is dishonoured). If we do this we may make consequential changes (including to the interest payable, or already paid, on your Account).
- 7.3 Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.
- 7.4 Where:
 - (a) both we and the sending institution are satisfied that a payment made to your Account is a mistaken internet payment; and
 - (b) sufficient credit funds are available in your Account to the value of that payment; and
 - (c) the mistaken internet payment is reported 7 months or less after the payment; and
 - (d) for mistaken internet payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the time we specify

we may, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer,

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.

We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

8 Statements of account

8.1 We will send you a statement of account for your Account unless some other form of recording transactions is agreed.

8.2 If we send you statements of account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every 6 months. You may request to receive more frequent statements by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbourne.com.au**

We will charge you a fee for providing more than one statement in a month.

We may not provide you with a statement for a statement period if your Account has a zero balance or there were no transactions during that period.

8.3 Copies of statements of account are available on request. We will charge you a fee for a copy of a statement provided on request.

8.4 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so, or query an entry on a statement, by calling 13 22 66.

8.5 Records of recent transactions on your Account are available from some of our ATMs and electronic agencies, Internet and Phone Banking or by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbourne.com.au**

8.6 If we have issued a Card on your Account, a statement or mini transaction history or balance record of your Account may not indicate the Available Balance of your Account.

9 Passbooks

9.1 Where you have a passbook, we may convert your passbook account to a statement account that we choose if you ask us to:

- issue a new or replacement Card on your Account;
- add a cheque facility to, or issue a new cheque book on, your Account; or
- link your Account to a loan account under an interest offset facility.

9.2 We may write and tell you to update your passbook if you have made transactions that have not been recorded in your passbook. After that, we may convert your passbook account to a statement account if you do not update your passbook regularly.

9.3 You must phone us immediately on 13 22 66 if your passbook has been stolen, mislaid or lost.

You must also, as soon as you can, contact the branch at which you bank to confirm that your passbook has been stolen, mislaid or lost.

9.4 If an EFT Transaction is made on your passbook Account without your knowledge or consent, liability for that unauthorised transaction will be determined in accordance with clause 27 where it applies, and the Internet and Phone Banking terms and conditions for an Internet Banking or Phone Banking transaction. Otherwise, we are not liable for any amount withdrawn with or without your knowledge or consent from your Account prior to you telling us that your passbook has been stolen, mislaid or lost and where Bank of Melbourne has not contributed to the loss.

10 Deposits

10.1 Funds deposited to your Account by cheque will not be available for withdrawal until we treat the funds as cleared (this ordinarily takes 3 Business Days). We may refuse to accept any cheque for deposit. If the cheque is deposited through one of our agents, the clearance time may be longer.

10.2 You may request us to specially clear a cheque you have deposited. If we agree to your request for a special clearance we will charge you a fee.

10.3 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payments, etc).

10.4 We accept large deposits of coins if they are counted and given to us in bags we provide. We may accept other large deposits of coins, but may ask you to call at a time convenient to our branch, and we may charge a fee. Deposits of coins cannot be left at the branch for counting while you are not present.

10.5 In some cases, other financial institutions will accept deposits of cheques or cash for the credit of an account with us. We recommend that you not make deposits to your Account at other financial institutions. We rely on the other financial institutions to inform us that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer. The other financial institution does not tell us whether you deposit cheques or cash. So, cash deposits at other financial institutions take as long to clear as cheque deposits.

- 10.6 You may make deposits through certain Bank of Melbourne ATMs. Deposits lodged in an ATM are not available for withdrawal until we verify the deposit and credit it to your Account. A deposit at an ATM is at your risk until the deposit is received by the ATM. Coins are not accepted for deposit at an ATM.
- 10.7 Deposit envelopes from Bank of Melbourne ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the Terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to your Account.
- 10.8 You can make deposits by posting a cheque to our address set out in your Account statements.
- 10.9 We may refuse to accept any deposit.

Deposits in foreign currencies

- 10.10 An Account is an Australian dollar account. If we receive an amount or item in a foreign currency for deposit to your Account (including a telegraphic transfer or cheque drawn in foreign currency) we will convert the foreign currency amount into Australian dollars using the retail exchange rate that we make available for the foreign currency on that day. Visit any branch for more information about exchange rates that we offer. Additional fees may also apply.
- 10.11 If you deposit a cheque or other item (a “foreign item”) drawn in Australian dollars on an overseas financial institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to additional terms and conditions. You may ask for a copy of the additional terms and conditions at any branch. The terms and conditions applying to our encashing, negotiating or collecting a foreign item you deposit to your Account include (along with other terms) that:
- (a) the proceeds of the foreign item will not be available for withdrawal until 20 Business Days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
 - (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.**

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate applicable at the date we process the dishonour to work out the Australian dollar amount that will be debited to your Account, and that exchange rate may be different from the exchange rate applicable at the time the foreign item was deposited (this means that the amount debited to your Account when the dishonour is processed may be more than the amount credited to your Account when the foreign item was deposited).

11 Direct Credits/Salary Payments

- 11.1 Direct credits are automatic deposits of funds into your Account. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.
- 11.2 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

12 Automatic pension crediting

If automatic pension crediting is available for your Account, you may request us to automatically credit any pension you receive from the Government into your Account at no charge to you.

13 Withdrawals

- 13.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us. By authorising any person to make a withdrawal from your Account, you consent to us giving that person information about your Account, including the balance of your Account.
- 13.2 Sometimes, a branch may not have enough cash to pay a large cash withdrawal. Please give the branch at least 2 Business Days' notice if you wish to make a large cash withdrawal from the branch. In the event of a cash withdrawal exceeding \$100,000, we may choose to pay you by bank notes in large denominations, or by bank cheque instead of cash.
- 13.3 We may not allow any withdrawals from your Account if we cannot locate you after having made reasonable efforts to do so.
- 13.4 Where more than one Scheduled Payment is to be made from your Account on a particular day, we will choose the order in which they are paid.
- 13.5 If you purchase shares or other securities using the directshares facility provided by ETRADE, we will reduce the Available Balance by the amount payable to settle the ETRADE transaction when ETRADE informs us of the transaction. The transaction amount will be debited from your Account by ETRADE when the transaction is settled. See the terms and conditions of the ETRADE facility for further information.

Overdrawing your Account

- 13.6 If you withdraw an amount in excess of the Available Balance your Account may be overdrawn. Circumstances in which this could occur include where:
- you make or authorise a transaction using a Visa Debit Card that exceeds the Available Balance;
 - a Scheduled Payment or direct debit is made from your Account that exceeds the Available Balance;

- you make a withdrawal against uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured).

You should be careful to make withdrawals only against the cleared funds in your Account.

13.7 We are not obliged to allow you to overdraw your Account.

13.8 If we do allow you to overdraw your Account:

- (a) we will charge you a fee;
- (b) you agree to pay us interest on the amount overdrawn calculated using the current applicable overdraft rate we specify from time to time. You can find out the current overdraft rate by:
 - visiting any branch;
 - calling our Customer Contact Centre on 13 22 66;
 - visiting our website **bankofmelbourne.com.au**

We calculate interest charges each day on the amount overdrawn at the overdraft rate applying that day. Interest charges for overdrawn balances accrue daily and are debited to your Account at the end of each month;

(c) you must repay the overdrawn amount immediately without further demand from us; and

(d) you agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

13.9 If you overdraw your Account, we do not have to set off the amount overdrawn against any credit balance in another of your accounts.

14 Periodical Payment terms and conditions

14.1 If periodical payments are available for your Account, you may authorise us to transfer funds on a regular basis from your Account to another account held with a financial institution in Australia. It may take up to 6 Business Days for us to process and establish a periodical payment authority.

14.2 A periodical payment authority will remain in force until we receive:

- (a) notice from you to cancel or vary the authority; or
- (b) notice of the death, bankruptcy of any Account holder.

14.3 You may stop or alter a periodical payment by instructing us before the end of the Business Day immediately prior to the day the transaction or payment is to be made. Otherwise, we cannot accept a request to stop or alter a periodical payment after you have instructed us to make it.

- 14.4 We may decide not to make a periodical payment if the Available Balance is not sufficient to cover the payment when the payment is to be made. We do not have to inform you if a periodical payment is not made.
- 14.5 We may charge you a fee for periodical payments, and also debit your Account for any fees or charges passed on to us by another financial institution as a result of a periodical payment.
- 14.6 If a periodical payment is to make repayments for a loan with us, and at the time a payment is to be made the Available Balance is not sufficient to cover a repayment, we may choose to debit portions of the repayment to your Account progressively over a number of days until the repayment is made in full. This may mean that you could be in default under your loan agreement with us.
- 14.7 If the periodical payment is to an account with us, we may credit that account before we draw the payment under your periodical payment authority. If the periodical payment is not honoured we may reverse the credit we made.
- 14.8 If a periodical payment is due to be made on a Sunday or public holiday, we make the periodical payment on the next Banking Business Day.

15 Direct debit terms and conditions

- 15.1 If direct debit arrangements are available for your Account, you may authorise a merchant to debit funds from your Account directly.
- 15.2 You may cancel your direct debit facility by visiting any branch, or calling 13 22 66. You should also contact the merchant who is debiting the funds from your Account. If you wish to alter your direct debit facility, you should contact the merchant who is debiting the funds from your Account. We cannot accept a request to stop a payment made under a direct debit arrangement after we have debited the payment from your Account.
- 15.3 We may decide not to make a direct debit if the Available Balance is not sufficient to cover the payment when the debit is to be made. We do not have to inform you if a direct debit is not made.
- 15.4 We may charge you a fee for direct debits, and also debit your Account for any fees or charges passed on to us by another financial institution as a result of a direct debit.
- 15.5 If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the next Banking Business Day.

16 Overdrafts

If your Account may be linked to an overdraft facility you may ask us to arrange an overdraft for your Account. We will assess your application using our usual lending criteria.

17 Account Combination

17.1 You acknowledge our right at law any time without notice to you to set off or combine any of the balance of your Account with the balance of another of your accounts with us, unless:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

17.2 We will give you notice promptly after we combine your accounts.

18 Joint Accounts

18.1 The credit balance of a joint Account is held jointly by all Account holders.

This means that each Account holder has the right to all of the balance jointly with the other Account holders.

18.2 If a joint Account holder dies, the remaining Account holder holds the credit balance and, if there is more than one remaining Account holder, those other Account holders hold the credit balance jointly.

18.3 The joint Account holders must sign an authority to tell us the method by which they permit operations on the joint Account.

18.4 If we are made aware of any dispute on a joint Account, we may choose to require all joint Account holders to sign to authorise any operation on an Account.

18.5 The liability of Account holders under your Account held in joint names is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance of your Account.

We can sue all or any of the Account holders for an amount owing on your Account.

18.6 We may accept a cheque into a joint Account which is payable to any one or more of the joint Account holders or partners of a partnership.

19 Authority to Operate

19.1 You may nominate a person to operate on your Account by completing an "Authority to Operate" form available at any branch.

- 19.2 We will not allow a person to operate on your Account until their identity has been verified in accordance with our identification procedures.
- 19.3 We may impose limits on who you may authorise to operate on your Account (such as limits on the number of people authorised to operate on your Account).
- 19.4 If the Account holder is a company, partnership or a trustee:
- (a) for trusts, all trustees must be authorised to operate on the Account;
 - (b) for sole director companies, the sole director must be authorised to operate on the Account;
 - (c) for companies other than sole director companies, at least two directors, or at least a director and a company secretary, must be authorised to operate on the Account; and
 - (d) for partnerships, at least two partners must be authorised to operate on the Account.
- 19.5 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on your Account that you could, including:
- (a) signing and cancelling cheques;
 - (b) making withdrawals;
 - (c) closing your Account;
 - (d) authorising periodical payments and direct debits; and
 - (e) using electronic and other means to access your Account.

Any person able to operate on your Account must be authorised by you, including if you are a company, partnership or trustee. You must not enable any person to operate on your Account by voluntarily disclosing any Access Method to them (such as any PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Customer Access Number or Internet Banking Password).

- 19.6 If a Card is issued on your Account or an Access Method may be used on your Account, the method of operation for your Account will be any Account holder or authorised signatory to sign.
- 19.7 Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. This means that you are responsible for all these transactions as if you had made them yourself. You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account.
- 19.8 An Authority to Operate will remain in force until we receive notice of cancellation or notice of the death of the person granting the authority and that notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must

be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on your Account.

- 19.9 If we are notified of a dispute about an Authority to Operate, or the owner or owners of an Account, we may refuse to allow operations on your Account until all parties concerned have signed any authority we require.
- 19.10 You consent to us giving any person authorised to operate on your Account information about your Account.

20 Converting Accounts, changing Account features

- 20.1 You may request us to convert your Account to a different product type, or to activate, or switch between, features that are available for your Account.

The table at the front of these terms and conditions sets out the features available for your Account, and the features available for different product types.

We do not allow all types of Accounts to be converted into every other product type. Contact us by calling 13 22 66 to find out the conversion options available to you.

- 20.2 We may choose to convert your Account to a different product type, or to change the features available for your Account (such as in the circumstances described in clauses 9 and 22). We will give you notice if we choose to convert your Account (see clause 34).
- 20.3 If your Account is converted to a different product type, or the features applying to your Account change, the terms and conditions applying to that different Account, or changed features, will apply to your Account from the date of the change (including any changes to fees and charges).

21 Closing an Account

- 21.1 You may ask us to close your Account. You must repay any amount owing in relation to your Account before we will agree to close your Account.
- 21.2 If you close all your Accounts, any unused cheques, passbooks or Cards authorised for use on any of your Accounts must be returned to us unless, in the case of a Card, it is authorised for use on another person's account.
- 21.3 We may close your Account at any time. We will give you reasonable notice if we close your Account.
- 21.4 If your Account is closed you agree to notify in writing all merchants whom you have authorised to make direct debits on your Account. If you do not notify all merchants, we may continue to pay amounts drawn by merchants under the direct debit authority you gave the payee and debit those amounts to another account in your name.

- 21.5 If your Account is closed you:
- (a) remain liable for any transaction amounts not yet processed on your Account; and
 - (b) authorise us to debit any outstanding transaction amounts on your Account to any other account in your name.

22 Additional Terms and Conditions that apply to:

- **School Saver Account**
- **Direct Saver and DIY Super Direct Saver Accounts**

School Saver Account

- 22.1 A School Saver Account is only available to customers who are under the age of 13.
- 22.2 If there is more than one owner of a School Saver Account, then each of the owners must be less than 13 years of age.
- 22.3 We may require you to prove that you are eligible to open a School Saver Account, before or after the Account is opened.

22.4 If we:

- (a) become aware that you no longer satisfy our eligibility requirements for a Saver Account, or
- (b) open a School Saver Account for you and, within a reasonable time of doing so, you do not prove you satisfy our eligibility requirements for the account, we may convert your School Saver Account into another account that we choose.

Direct Saver and DIY Super Direct Saver Accounts

- 22.5 You must nominate an everyday banking account to link to your Account for the transfer of funds to and from your Account. The Linked Account must be an “at-call” account held with a financial institution in Australia that is acceptable to us for linking. Contact us on 1300 266 352 or visit our website stgeorge.com.au to find out whether an account may be a Linked Account.
- 22.6 You may only withdraw an amount from your Account by transferring that amount to the Linked Account, and not in any other way (e.g. you may not withdraw amounts from your Account through a branch or by cheque). You must ensure that you maintain the Linked Account at all times.
- 22.7 Every holder of the Account must also be a holder of the Linked Account (although there may be additional holders of the Linked Account). For each person who is both the holder of the Linked Account and an Account, that person’s name and address must appear in exactly the same form for both the Linked Account and the Account (e.g. using exactly the same spelling and initials).

- 22.8 Where the Linked Account is held at a financial institution other than St.George:
- (a) you must complete a Direct Debit Request for that Linked Account (See Part C of this booklet); and
 - (b) you must provide evidence satisfactory to us that each holder of the Linked Account is genuinely an owner of that Linked Account (such as a statement of account showing the name and address of each account holder).
- 22.9 We may impose a limit on the number of Direct Saver and DIY Super Direct Saver accounts that may be linked to a Linked Account.
- 22.10 You may ask us to change your Linked Account by visiting our website bankofmelbourne.com.au or by calling 1300 266 352.
- 22.11 If you have not established to our satisfaction that each holder of the Linked Account is genuinely an owner of that Linked Account, we will not allow any withdrawals from the Account (including against funds transferred from a source other than the Linked Account, such as an automatic pension credit that has been made to your Account).
- 22.12 You may request us to arrange for regular transfers to your Accounts from the Linked Account by setting up an Automatic Savings Plan. For DIY Super Direct Saver Accounts you may only set up an Automatic Savings Plan in respect of Linked Accounts that are held with us.
- 22.13 You may set up, change or cancel an Automatic Savings Plan by visiting our website bankofmelbourne.com.au or by calling 1300 266 352.

Section 3 - Payment Services

23 Terms and conditions of a cheque book facility

- 23.1 If cheque book facilities are available for your Account, you may ask us to issue a cheque book to you. We will generally not issue a cheque book to a person under 18.
- 23.2 You must notify us as soon as possible if your cheque book is lost, stolen or misused. You may do this by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66.

If you do not contact us as soon as you can, it is possible that you may be liable for cheques drawn on your Account.

- 23.3 You must notify us as soon as possible, and in any case within 3 months, of receiving an Account statement that contains details of any cheque that we have paid but you did not authorise.
- 23.4 If your Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.
- 23.5 All cheques are paid and debited to your Account in the order we receive them. You must not write a future date on any cheque (that is, you must not postdate any cheque).
- 23.6 If a cheque is presented for payment and the Available Balance is not sufficient to cover the amount of the cheque, we may choose to not pay (dishonour), or to pay (honour) the cheque. We will charge you a fee for honouring or dishonouring a cheque.
- 23.7 You may stop payment on a cheque you have written by telling us before the cheque is paid by us. Contact us as soon as possible on 13 22 66. Speed is important. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable.
- 23.8 You can tell us to stop a cheque by using Internet and Phone Banking.
- 23.9 We will charge you a fee for stopping a cheque.
- 23.10 If your cheque has not already been presented and paid, we stop payment on it. If it has already been presented and paid, we cannot stop payment on it.
- 23.11 You may cancel a stop payment request.

24 Terms and conditions of our Cards

- 24.1 If Card facilities are available for your Account, you may ask us to have a Card issued for your Account or linked to one of your Accounts. Not all types of Cards are available for all Accounts. A Visa Debit Card is available to persons 18 years of age or older and have an Australian residential address.
- 24.2 You can use your Card at a Terminal to withdraw cash from your Account linked to your Card or at eftpos terminals to purchase goods or services from a Merchant. If you link your Account with a credit facility to your Card, you can use your Card to get access to that credit facility.
- 24.3 You may ask us to have a person authorised to operate on your Account with a Card. If we agree to your request, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by the additional Card holder – see clause 19.7.

24.4 You should ensure that any additional Card holder has read these terms and conditions and understands that they have the same obligations as you as set out in clauses 24 to 30.

24.5 We own any Card we issue. You must tell us in writing if you want to cancel any Card you asked us to issue to an additional Card holder or stop that Card from being used. You must return that Card to us or, if you cannot readily do so, you must take all reasonable steps to have it returned to us. If you cannot return that Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the Card returned to us. You remain responsible for all transactions made with that Card until we receive the Card or, if you cannot obtain the Card, until the later of:

- the date you ask us to cancel the Card; and
- when you have taken all reasonable steps to have the Card returned to us.

24.6 For security reasons, we may require identification to verify the identity of a Card holder if a Card is used to request a withdrawal from your Account.

24.7 Merchants or other institutions may impose restrictions on the use of a Card in addition to the Terms and Conditions.

24.8 If you use the “credit” button when you use a Visa Debit Card or you use Visa Debit Card at a Contactless terminal to make purchases, or you use a Visa Debit Card number to purchase or pay for goods or services, the transaction may need authorisation from us. We may choose not to authorise a proposed transaction.

If we give an authorisation, we reduce the Available Balance by up to the amount of the authorisation.

Some Merchants, for example, hotels and car rental agencies, may request confirmation that your Account has sufficient Available Balance to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the Available Balance is reduced by up to the amount of the estimated cost of the goods and services.

This means, even though the balance of your Account is a certain amount, you may find you have a reduced Available Balance (including no Available Balance).

When the goods and services have been supplied, the Merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing the Available Balance by the sum of multiple authorisation amounts.

You should ensure that the Merchants cancel the original authorisations.

24.9 Card purchase transactions made using the “credit” button or made at a Contactless terminal may take some weeks to be processed and debited to your Account. If we gave an authorisation for the purchase or payment, the Available Balance of your Account may be less than the balance of your Account. Please consider this whenever you obtain a statement or a mini transaction history or a balance of your Account.

- 24.10 We may cancel any Card and suspend the operation of your Account, on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Situations in which this may occur include:
- (a) we reasonably consider you induced us to issue a Card by fraud; or
 - (b) we believe the Card is being used in a way that may cause loss to you or us.
- 24.11 You must not use your Card and you must return all Cards we issued on your Account (cut in half for your protection) as soon as possible if:
- (a) we close your Account on which we issued the Card; or
 - (b) we cancel the Cards; or
 - (c) we request you to do so.
- 24.12 If an additional Card holder dies, you agree to return the Card we issued to them as soon as reasonably possible, even if we do not ask for the Card to be returned.
- 24.13 A Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law applicable in your jurisdiction.

25 Foreign currency Card transactions

- 25.1 When a Visa Debit Card or FreedomCard is used to make a foreign currency transaction on your Account, the transaction is converted into Australian dollars by Visa International using:
- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
 - a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

- 25.2 When a Maestro/Cirrus ATM Card is used to make foreign currency transactions on your Account by use of the Maestro eftpos or the Cirrus ATM network, the transaction is converted into Australian dollars by MasterCard® International at the conversion rate or rates MasterCard® International applies at the date it processes the transaction. MasterCard® International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.
- 25.3 Fees apply to each foreign currency transaction made with a Card on your Account.

26 Security of your Card and PIN

- 26.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen.
- 26.2 You must:
- (a) sign your Card as soon as you receive it;
 - (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
 - (c) not permit any other person to use your Card;
 - (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
 - (e) use care to prevent anyone else seeing your PIN being entered in a Terminal.
- 26.3 We give you the additional convenience and security of being able to personally select your own PIN (which may be a word or number). We strongly recommend that you select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.
- 26.4 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise and you agree:
- (a) not to record your disguised PIN on your Card;
 - (b) not to disguise your PIN by reversing the number sequence;
 - (c) not to describe your disguised record as a "PIN record" or similar;
 - (d) not to disguise your PIN using alphabetical characters or numbers:
A=1, B=2, C=3, etc;
 - (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members' names;
 - (v) social security numbers;
 - (vi) licence numbers; and
 - (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
 - (i) mobile telephones;
 - (ii) personal computers; and
 - (iii) electronic organisers.

- 26.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person working out your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code (where that Code applies), notwithstanding the obligations listed above.

If you lose your Card or your PIN is revealed or you suspect unauthorised transactions

- 26.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card or that unauthorised transactions have been made.
- 26.7 You may notify us by calling 13 22 66. We may ask you to confirm in writing any verbal notice you give us. This will help us to deal effectively with your report (although failing to do so will not affect your liability for unauthorised transactions).
- 26.8 If you do not notify us you may be liable for unauthorised use - see clause 27.
- 26.9 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

27 Liability for unauthorised transactions

- 27.1 Clauses 27.2 to 27.10 set out liability for unauthorised EFT Transactions other than unauthorised Internet and Phone Banking (including BPAY transactions). Liability for those transactions is set out in the Internet and Phone Banking Terms and Conditions.
- 27.2 You are not liable for unauthorised transactions by use of a Card and PIN if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised transactions by use of card and PIN will normally be limited to:
- (a) \$150;
 - (b) the balance of the EFT Accounts on which the unauthorised transactions were made and to which you have access by use of your Card and PIN; or
 - (c) the actual loss incurred before you notify us under clause 26.6 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),
- whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions. Please refer to clause 27 for details of those circumstances.

27.3 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised transactions which occur after you have given us notice as required by clause 26.6; or
- (c) for transactions requiring the use of a card or Card and PIN, unauthorised transactions before you receive your Card and PIN; or
- (d) unauthorised transactions made with a Card or PIN that is forged, faulty, expired or cancelled; or
- (e) the same transaction being incorrectly debited more than once to the same account; or
- (f) unauthorised transactions that are able to be made using an Identifier without a Card or PIN; or;
- (g) unauthorised transactions that are able to be made using a Card and not a PIN, provided you did not unreasonably delay in reporting the loss or theft of the Card.

When you will be liable

27.4 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

27.5 You will be liable for actual losses resulting from an unauthorised transaction if you have contributed to the unauthorised use because you:

- (a) engaged in fraud;
- (b) voluntarily disclosed your PIN to anyone, including a family member or friend;
- (c) indicated your PIN on your Card;
- (d) kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card;
- (e) selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so; or
- (f) left a Card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in an ATM); or

(g) acted with extreme carelessness in failing to protect the security of your PIN.

- 27.6 Your liability under clause 27.5 will not exceed the smallest of:
- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card and/or PIN or the time we are notified of the existence of unauthorised transactions;
 - (b) the funds available in your EFT Accounts including any agreed line of credit; or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 27.7 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that:
- (a) your Card has been lost, stolen or misused; or
 - (b) your PIN has become known to someone else.
- 27.8 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:
- (a) the actual loss which could have been prevented from occurring in the period between when you become aware (or should reasonably have become aware) of the events described above and the time we were actually notified;
 - (b) the funds available in your EFT Accounts (including any agreed line of credit); or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 27.9 You will not be liable under clause 27.5 or clause 27.7 for losses incurred on any accounts which we had not agreed could be accessed by using your Card and/or PIN. Your liability under clause 27.5 is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in clause 27.5.
- 27.10 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised).
- 27.11 Liability for unauthorised transactions is subject to the ePayments Code. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are not subject to the ePayments Code and are covered by this clause 27.11.
- Clause 26 sets out your obligations for maintaining the security of your Card. Clauses 26.6 to 26.9 set out your obligations if you lose your Card or if your Card is stolen. Please read clause 26 carefully.

If you do not meet the obligations in clauses 26.1 to 26.5, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions, conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card is lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice in accordance with clause 26.6;
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same account.

28 Using a Terminal

- 28.1 When you use a Card or Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal.
- 28.2 We may impose limits on your Card and PIN transactions, including daily transaction limits. Details of limits we impose are set out in the front of this booklet, and are available by visiting our website bnkofmelbourne.com.au

Transaction limits apply to the use of a Card to make a Contactless transaction at a Contactless terminal. We will notify you of any such limit if your Card is capable of making a Contactless transaction.
- 28.3 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN three times during the one day at any combination of Terminals.
- 28.4 Money is at your risk when it becomes visible or available to you at an ATM.
- 28.5 There may be short periods when transactions will not be available when we are maintaining our systems. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.
- 28.6 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.
- 28.7 You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by merchants or financial institutions, or use your Card at a Contactless terminal and before you enter your PIN at a Terminal. By signing a voucher or transaction record or entering your PIN or otherwise using your card at a Terminal, you indicate your agreement that the transaction amount is correct.

29 Electronic banking system malfunction

- 29.1 We are responsible for loss caused by the failure of our Electronic Equipment or the EFT System to complete a transaction accepted by our Electronic Equipment or the EFT System in accordance with your instructions.
- 29.2 Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny your right to consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a Merchant or us) except where you should reasonably have been aware that equipment or system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in your Account, and the refund of any charges or fees imposed on you as a result.
- 29.3 We will correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees as a result of the malfunction).

Section 4 - Alerts Services

30 Alerts Services terms and conditions

- 30.1 Where Alerts Services are available for your Account, we can provide you with messages about the status of your Account by email or SMS.
- 30.2 If you are registered for Internet Banking, you may apply using Internet Banking to have Alerts Services activated for your Account. Otherwise, contact us to find out how to apply for Alerts Services.
- 30.3 When you apply to activate Alerts Services you must select the types of alerts you would like to receive.
- We may make a range of different types of alerts available for you to select from time to time.
- 30.4 If we approve your application we will send you a welcome message. **If you have not received the welcome message, Alerts Services have not been activated for your Account.** Contact us on 1300 605 266 if you have not received the welcome message within 48 hours of applying.
- 30.5 We will use the contact details that you give us (such as your email address or mobile telephone number) to provide alerts to you. You must make sure that the contact details you give us are correct.

Remember that Alerts Services messages will usually contain personal information about you. You should ensure that only appropriate people may access your electronic address or equipment that you use to receive alerts (see clause 31.15).

- 30.6 At all times while Alerts Services are activated on your Account, you must ensure that any equipment, software or service (such as a telephone or internet service) required to receive the types of alerts you have selected is available to you, working properly, and that you know how to use it to receive and read any alerts that we send. In some cases, an alert that we have sent may not be available to you because of restrictions imposed by your service provider (such as if your mobile telephone service provider deletes SMS messages that you do not retrieve within a certain timeframe). It is your responsibility to ensure you are able to access alerts that we send.
- 30.7 You must promptly inform us:
- (a) of any change to your contact details; and
 - (b) if any equipment, software or services you use to receive alerts is no longer working properly, or is unavailable to you (such as if your telephone service is suspended or cancelled).
- 30.8 Do not reply to any alert using the address from which we have sent the alert. We will not read or respond to any such reply messages from you.
- 30.9 Alerts will ordinarily be sent as soon as reasonably practicable after the event that triggers the alert occurs. However, Balance Alerts and alerts arising from transactions processed after 11pm and before 8am will ordinarily be sent at approximately the following 8am.
- The provision of alerts at the above times is subject to systems availability. Alerts will be deemed to have been provided to you at the time we send them.
- 30.10 If you are registered for Internet Banking and you would like to cancel Alerts Services for your Account, you must cancel Alerts Services using Internet Banking. Otherwise, contact us to find out how to cancel Alerts Services for your Account.
- 30.11 We may suspend or cancel Alerts Services for your Account if we reasonably believe that your contact details are incorrect.
- 30.12 The Alerts Service may without notice to you be suspended or terminated for any reason including without limitation invalid data; nominated Account closure; insufficient funds within the nominated Account; breakdown, maintenance; modification; expansion and/or enhancement work caused or initiated by a telecommunications company concerned in relation to their network or by any service provider in respect of the Alerts Service.

30.13 Alerts Service messages ordinarily contain personal information, including financial information. Where other people or organisations may have access to an address or equipment that you use to receive alerts (such as where you give us a work email address):

(a) you consent to the disclosure of your personal information to those other people and organisations who may have access to the address or equipment that you use to receive alerts; and

(b) where there are more than one of you, each of you consents to the disclosure of your personal information to other people and organisations who may have access to any address or equipment that you use to receive alerts.

30.14 You consent to the disclosure of your personal information to any person or organisation (such as a telecommunications provider) provided it is disclosed for the purposes of sending an Alerts Service message.

30.15 We are not liable to you for any fees, charges or expenses imposed by any provider of equipment, software or any service you use to receive Alerts Service messages.

You should consider putting Alerts Services for your Account on hold while you are outside Australia.

Section 5 – General matters

31 Industry Codes

31.1 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the Banking Services you use. Information is available from us about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

Information on current interest rates and standard fees and charges is available on request.

31.2 We warrant that we will comply with the ePayments Code where it applies.

32 Changes to the Terms and Conditions

- 32.1 The Terms and Conditions can be changed by us at any time. However, the interest rate for a term may not be changed during the term (note that the return on your Account may be reduced if you withdraw an amount during a term outside a grace period).
- 32.2 Unless otherwise specified, we will give notice of any change to the Terms and Conditions in accordance with the times set out in the table below, and in the manner described in clause 33.

33 Communications

- 33.1 Communications relating to your Account, including statements of account and notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 33.2 We may give communications in writing to you directly or by media advertisement. If you agree, we may also give communications in writing electronically - see clause 33.7).
- 33.3 If we give you a written communication directly, we will send it to the most recent address you have given us. Where we send written notice by ordinary mail, we will regard that notice as given 5 Business Days after we post it.
- 33.4 You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details.
- 33.5 If your Account is a joint account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purpose of receiving communications from us under this clause. This means that only one communication will be sent for your Account.
- 33.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.
- 33.7 If you agree, we may use electronic means to communicate in writing with you. For example, sending you electronic statements, written notices or other communications about our products and services.
- 33.8 We need not give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of our systems or your Account.
- 33.9 We may require any request from you to be in writing, and in a form acceptable to us.

Type of change or event	Notification we will give you
<p>A. If we:</p> <p>(a) introduce a new fee or charge (other than a government fee or charge, see clause 33.6); or</p> <p>(b) increase any fee or charge (other than a government fee or charge, see clause 33.6); or</p> <p>(c) change the method of calculating interest; or</p> <p>(d) change the frequency that interest is debited or credited; or</p> <p>(e) change the minimum balance to which the account service fee applies; or</p> <p>(f) change the balance ranges within which interest rates apply to your Account; or</p> <p>(g) in relation to an EFT Transaction:</p> <p>(i) impose or increase charges for the issue or replacement of a Card or Code to perform an EFT Transaction;</p> <p>(ii) increase your liability for losses relating to EFT Transactions; or</p> <p>(iii) vary the daily or periodic transaction limits on EFT Transactions, Payment Service or Electronic Equipment.</p>	<p>At least 30 days before the change takes effect.</p>
<p>B. If we make any other change (including a change to interest rates).</p>	<p>On or before the day the change takes effect.</p>

34 Your privacy

- 34.1 When you apply for an Account or Payment Service from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the particular Account or Payment Service.
- 34.2 We handle your personal information in accordance with the privacy statement in the application form for your Account or Payment Service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66;
 - visiting our website bankofmelbourne.com.au
- 34.3 You agree that we may disclose to a Related Entity:
- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
- (b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to. Please refer to the General Descriptive Information in Part B of this booklet for information about how you may tell us not to disclose information.
- 34.4 We, or any Related Entity to whom we disclose information pursuant to clause 34.4, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity’s businesses. Any outside

contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

- 34.5 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwith) permits disclosure of such information.
- 34.6 If your Account is in more than one person's name or if there are additional Card holders, you agree that each person may use your Account and have access to information about your Account without your or any additional Card holder's consent.
- 34.7 You may ask us to provide you with our record of your personal information, your accounts held with us, and statements relating to those accounts. We will charge you our reasonable costs of supplying this information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 34.8 Unless you request us not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.
- 34.9 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of, or contractors to us or the Related Entity. Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

35 Problems and Disputes

- 35.1 If you believe an error has been made, please notify us by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66.

We will correct any error that is found to be ours as soon as possible.

- 35.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66.

- 35.3 To assist us in resolving your problem or complaint, you should:

- (a) report it promptly;
- (b) state clearly the nature of the problem or your particular grievance; and
- (c) have available all documents and background information.

- 35.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our “Let Us Know What You Think” brochure for further information about disputes. It is available by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66;
 - visiting our website **bankofmelbourne.com.au**
- 35.5 If you have a credit contract relating to your Account, you may also have rights regarding disputes under the National Credit Code which are not referred to below. Further information about these rights may be obtained by:
- (a) calling 13 22 66; or
 - (b) referring to our brochure “Let Us Know What You Think”; or
 - (c) contacting a Government Consumer Agency.
- 35.6 You can lodge a complaint at any branch or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney. The relevant details are set out on the back of this booklet.
- 35.7 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 35.8 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct Access Methods, while significant, will not be conclusive evidence that you have contributed to any loss.
- 35.9 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a merchant). Where we have been notified by another party to the shared EFT System, or form the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit.
- 35.10 If you request, we will provide you with further details about any correction shown on your Account statement.
- 35.11 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.

- 35.12 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation, and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 35.13 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 35.14 The next available step is the Financial Ombudsman Service. This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. In addition, if your complaint relates to the way we handle your personal information, you have the right to complain to the Privacy Commissioner. Please refer to our brochure "Protecting Your Privacy". You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on 13 22 66;
 - visiting our website bankofmelbourne.com.au
- 35.15 If, in relation to an EFT Transaction, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures, and as a result there is an unreasonable delay, or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 35.16 If you have a complaint that relates to a BPAY payment and you are not an individual or Small Business, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme. Please refer to the Internet and Phone Banking Terms and Conditions and General Information for further information.
- 35.17 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Department of Consumer Affairs.

36 Agencies

- 36.1 We may offer a range of banking services through agents appointed by us to provide such services. The full range of banking services provided by us may not be available through any such agent. Please contact our Customer Service Centre if you require further details.
- 36.2 We may pay commissions and make other payments to agents in relation to the banking services the agents perform.

37 Appropriate use of our services

37.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.

37.2 Where we consider it necessary for us to meet our regulatory and compliance obligations:

(a) you must provide us with any information we reasonably request;

(b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and

(c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

38 Trade practices

Nothing in the Terms and Conditions has the effect of restricting or modifying any rights which by law cannot be excluded, restricted or modified.

39 GST

39.1 We tell you if any fees we charge you are GST inclusive.

39.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.

39.3 We will tell you of any additional GST amount you must make on a payment.

40 Assignment

You cannot assign your rights under the Terms and Conditions.

41 Australian Government's Financial Claims Scheme

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> or by calling the APRA hotline on 1300 55 88 49.

Section 6 - Meaning of words

“Access Method” means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an Account.

It comprises the use of one or more components including a Card, Card number, PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Customer Access Number or Internet Banking Password or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

“Account” means a transaction account, savings account, loan account or investment account listed in Section A of these terms and conditions that you hold with us;

“Alerts Service” means the provision of information regarding your Accounts by SMS (SMS Alert) or email (Email Alert) or any other method of transmission as agreed between you and us to your Electronic Equipment provided for in Section 4 of these terms and conditions;

“ATM” means an Automated Teller Machine owned by us or someone else;

“Available Balance” means the funds available for immediate withdrawal from your Account, subject to the Terms and Conditions governing your Account;

“Banking Business Day” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

“Banking Service” means any Account or Payment Service to which these terms and conditions apply;

“branch” includes any Bank of Melbourne branch and any branch agency. A branch agency is a Bank of Melbourne agency at which some Bank of Melbourne accounts can be opened;

“Business Day” means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

“Card” means any authorised card issued by us for your Account or which we allow you to link to your Account and includes any Visa Debit Card, a FreedomCard, a Maestro/Cirrus ATM Card and a Bank of Melbourne Credit Card;

“Code” means a PIN, Internet Banking Password or any similar information which may be required in order to make EFT Transactions to and from an Account and which you are required to keep secret.

“Contactless transaction” means a purchase transaction made by holding your Card (which is capable of making a Contactless transaction) in front of a Contactless terminal and without having to insert or swipe it;

"Contactless terminal" means a Terminal which can be used to make a Contactless transaction;

"EFT Account" means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method;

"eftpos" means a point-of-sale electronic banking facility available at retail or wholesale outlets;

"EFT System" means the network of electronic systems used for the transmission of EFT Transactions;

"EFT Transaction" means a transfer of funds initiated by an instruction you give through Electronic Equipment to debit or credit an EFT Account and not intended to be authenticated by comparing a manual signature with a specimen signature;

"Electronic Equipment" includes a computer, terminal, television, fax, telephone, and in the context of an Alerts Service includes any device (for example a mobile telephone) which is capable of creating, receiving or displaying information sent or to be sent via SMS, email or any other method of transmission;

"ETRADE" means ETRADE Australia Securities Limited ABN 93 078 174 973;

"Fees and Charges booklet" means the current booklet setting out the fees and charges payable by you in respect of a Banking Service;

"GST" means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

"Identifier" means information that you know and must provide to perform an electronic transaction but are not required to keep secret.

"Including" or "such as" or "for example" when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

"Internet and Phone Banking" means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify;

"Internet and Phone Banking Customer Access Number" means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

"Internet and Phone Banking Security Number" means the personal identification security number used in conjunction with the Internet and Phone Banking Customer Access

Number and Internet Banking Password to access Internet and Phone Banking;

“Internet Banking” means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify;

“Interest Rate Brochure” means the current interest rate brochure setting out the interest rate that applies to your Account;

“Internet Banking Password” means the password you select for use in conjunction with the Internet and Phone Banking Customer Access Number and the Internet and Phone Banking Security Number to access Internet Banking;

“Merchant” means a supplier of goods or services purchased by use of a Card;

“Mistaken Internet Payment” means a payment, other than one using BPAY, by an individual through a “Pay Anyone” internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB number and/or identifier.

“Payment Service” includes any of the following services offered by us:

- Card
- Internet Banking
- Phone Banking
- Personal Cheque
- Periodical Payment
- Direct Debit
- BPAY Payment;

“Phone Banking” means any service we offer from time to time through a telecommunications network to enable you to receive information from us and to transmit instructions to us electronically in relation to an EFT Account, or other matters we specify, using an interactive voice response system. Phone Banking does not include communicating with a member of our staff directly by telephone;

“PIN” means a personal identification number used in conjunction with a Card;

“PINpad” means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification;

“Related Entity” means a company that is related to us for the purposes of the Corporations Act 2001;

“Scheduled Payment” means a BPAY Payment, a third party payment or a funds transfer you request us to make at a later date, including payments made under a periodical payment authority;

“Small Business” means a business employing:

- (a) less than 100 full-time (or equivalent) people, if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people,

but does not include a business that obtains a Banking Service in connection with another business that does not meet the elements in (a) or (b) above;

“Terminal” means an electronic device (including an ATM, PINpad, cash dispenser unit, eftpos terminal, Contactless terminal or any other electronic funds transfer device) in which the combined use of a Card and a PIN or use of a Card alone may be used to operate on an Account, but does not include Internet and Phone Banking;

“Terms and Conditions” means these terms and conditions, Part A of the Fees and Charges booklet, the Interest Rate Brochure, and any other terms and conditions which apply to your Account.

“we”, “us” and “our” means Bank of Melbourne;

“you” means the Account holder in relation to your Account and the user of a Payment Service in relation to a Payment Service.

Unless otherwise specified, a reference in the Terms and Conditions to a time is a reference to that time in Sydney.

A reference in the Terms and Conditions to a dollar amount means that amount in Australian Dollars.

The Fees and Charges booklet sets out the meanings of additional words.

Part B - General Descriptive Information

The following general descriptive information is for the guidance of our customers. This Part B does not form part of the Terms and Conditions of your Account or any Payment Services.

The following general descriptive information is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures (including information about our identification requirements) and complaint handling procedures.

Tax File Number

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN you can apply for one at the Australian Taxation Office.

Quoting your TFN

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment.

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts

If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.

Partnerships

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any branch, or call our Customer Contact Centre on 13 22 66.

Privacy

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by:

- visiting any branch;
- calling our Customer Contact Centre on 13 22 66;
- visiting our website **bankofmelbournecom.au**

If you are in Financial Difficulties

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

Joint Accounts

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and an account that you hold jointly with others has a credit balance, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only

one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

Cheques

What is a cheque?

A cheque is a written order to a financial institution (for example, a bank, building society, credit union) to pay a sum of money on demand. Financial Institutions ("FI") provide cheque forms and generally insist on the use of these forms.

Time taken for clearing a cheque

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the FI on which the cheque is drawn (the two FIs could be the same); and
- (c) third, that FI will pay the proceeds of the cheque to us.

Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

How a cheque may be specially cleared

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the FI where the cheque account is held (including a possible courier charge).

What is the effect of crossing a cheque?

If you cross a cheque you are telling a FI not to cash it across the counter. The cheque should then be paid to a FI (e.g. into a customer's account). If a FI does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words “not negotiable” between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

What is the meaning of “not negotiable”?

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her. For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked “not negotiable”, the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

What is the meaning of “account payee only”?

These words on a cheque are a warning to a FI that the cheque should be paid only to the person named in the cheque as payee. If that FI credits a different person’s account, it may be liable to the true owner, unless the FI acted in good faith and without negligence (e.g. by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

What is the significance of deleting “or bearer”?

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a FI) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a FI) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

How and when may a cheque be stopped?

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Contact us as soon as possible by calling 13 22 66. Speed is important. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any branch. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking.

We will charge a fee for stopping payment on a cheque. We will inform you of our fee for this service, on request.

Reducing the risk of unauthorised alteration

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the left-hand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);
- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

Cheques returned unpaid or “dishonoured”

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account or your overdraft is not enough to cover the cheque; or
- (b) there is some irregularity with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not initialled the alteration (some FIs even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

A dishonour fee may be charged by us to meet processing costs.

If a cheque you have deposited is dishonoured, we will inform you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs.

Financial Institution cheques

The term "Financial Institution cheque" (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer's account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques.

Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques - if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered - a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.
- (c) Bank cheque reported stolen or lost - where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.
- (d) Court order restraining payment - a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.
- (e) Failure of consideration for the issue of bank cheque - where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
 - (i) has not given the value for it (e.g. the bank cheque is stolen); or
 - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

We will charge you a fee for the issue, replacement or repurchase of a bank cheque.

Important

Keep your Cards, cheque books and passbooks safe.

If you lose your Card, immediately notify the 24-hour card service centre on 1800 772 266 within Australia 7 days a week (free call) 61 3 9982 4156 outside Australia.

If you lose your passbook or cheque book, notify our Customer Contact Centre on 13 22 66 8am - 8pm, 7 days a week.

General customer enquiries

Call 8am to 8pm, 7 days a week on 13 22 66.

Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

Senior Manager, Customer Relations

Locked Bag 20037

Melbourne VIC 3001

Telephone (Metro): 03 9982 4150

Telephone (non-Metro): 1800 266 352

After this, if the matter is still not resolved to your satisfaction, contact:

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

Website: fso.org.au



Bank of Melbourne

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