



Bank of Melbourne

Internet and Phone Banking

Terms and Conditions
and Important Information

Effective Date: 20 March 2013

This booklet sets out terms and conditions for Bank of Melbourne Internet and Phone Banking, along with important information about Internet and Phone Banking.

This booklet does not contain all of the terms and conditions that apply to your use of Internet and Phone Banking. Further terms and conditions (including information about fees and charges) are set out in the terms and conditions that apply to accounts that you access using Internet and Phone Banking.

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

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Important Information

Security warning

The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important, because they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.

Stopping or altering payments

Except for BPAY® Payments and Telegraphic Transfers, we only use the BSB and account number to process payments and transfers to accounts held with financial institutions other than Bank of Melbourne. Please make sure the BSB and account number you provide us with are correct. We will not check the account name you provide.

If you believe that you have made a mistake in an Internet Banking or Phone Banking transaction or payment, you must contact us as soon as possible on **1300 605 266** between 24 hours a day, seven days, and give full details so that we can locate the transaction and take action.

Scheduled transactions and payments

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

Other transactions and payments

In some limited circumstances it may be possible to stop or cancel a Telegraphic Transfer (this may depend on whether the payment has been processed by us). If you want to attempt to stop or cancel a Telegraphic Transfer you must contact us as soon as possible by visiting a branch, or calling **1300 605 266**, 24 hours a day, 7 days.

For payments that are not Telegraphic Transfers, we cannot accept a request to stop or alter a transaction or payment that is not a Scheduled Payment after you have instructed us to make it.

Faults and service difficulties

Please tell us about any service fault or difficulty with Internet and Phone Banking by calling **1300 605 266**, 24 hours a day, 7 days.

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

Limits on your use of Internet and Phone Banking

Where more than one limit applies in the circumstances of a particular transaction, your use of Internet and Phone Banking will be limited by the lowest applicable limit.

Table A

Daily limits on total transactions (excludes Maxi Saver, DIY Super Saver, Business Access Saver, Direct Saver, DIY Super Direct Saver, Express Saver, Express Saver for Business and redraws)	
Daily limits on transfers and payments from accounts	
Limit on total transfers and payments each day from one or more of your accounts linked to your Internet and Phone Banking facility.	\$1 million*
Additional limits for personal customers transferring funds or making payments from one or more business accounts:	
(a) Limit on total transfers each day to one or more business accounts; and	\$25,000
(b) Limit on total of all other transfers and payments from one or more business accounts.	\$25,000
Daily limits on specific activities <i>(These transactions are also counted towards your Daily limits on transfers and payments from accounts above.)</i>	
• Limit on total amount each day in bank cheques.	\$25,000
• Limit on total amount each day in Telegraphic Transfers.	\$50,000 (AUD)
• Limit on total amount transferred each day to one or more credit card accounts linked to your Internet and Phone Banking facility (other than by BPAY® Payments).	\$25,000
• Limit on total BPAY® Payments each day to one or more BPAY® billers that we consider to be low risk.	\$100,000
• Limit on total BPAY® Payments each day to one or more BPAY® billers that we consider to be high risk.	\$15,000
• Limit on total of payments each day to one or more payee accounts that are not linked to your Internet and Phone Banking facility, and where you have provided the payee account details using Internet Banking.	\$25,000
• Limit on total of payments each day to one or more payee accounts that are not linked to your Internet and Phone Banking facility, and where you have provided the payee account details using a hard copy form we provide.	\$100,000

* If you have a BT Super For Life Account differing statutory limits may apply. Please refer to the Product Disclosure statement for that product for more information.

* Merchants or other providers of facilities may impose additional limits.

Table B

Daily limits on total transactions Direct Saver[#], Maxi Saver, DIY Super Saver, Business Access Saver, DIY Super Direct Saver[#], Express Saver[#], Express Saver for Business[#] and redraws*	
Daily limits on transfers from accounts	
Limit on total transfers each day from one or more Maxi Saver, Business Access Saver, Direct Saver, Express Saver or Express Saver for Business accounts.	\$2 million
Limit on total transfers each day from each DIY Super Saver and DIY Super Direct Saver account.	\$2 million
Limit on total redraws each day from one or more home loans (excluding Get Set and Portfolio Loans).	\$30,000 (min amount \$1)
Limit on total redraws each day from one or more personal loans.	\$30,000 (min amount \$500)

*Subject to our agreeing to your redraw request. [#]Accounts no longer offered.

Table C

Limits on individual transactions	
Maximum amount for each bank cheque.	\$5,000
Maximum amount for each transfer to a payee account that is not linked to your Internet and Phone Banking facility, and where you have provided the payee account details using Internet Banking.	\$5,000
Maximum amount for each transfer to a Direct Saver or DIY Super Direct Saver, Express Saver or Express Saver for Business account from a Linked Account, where the Linked Account is held at a financial institution other than Bank of Melbourne.	\$5 million*
For transactions that we consider to be an At Risk Transaction, we may require you to authenticate the transaction using our Secure Code Service.	

* The financial institution with whom the Linked Account is held may impose a lower limit.

* Merchants or other providers of facilities may impose additional limits.

Terms and Conditions.

Section 1 – Internet and Phone Banking

1 About these terms and conditions

- 1.1 These Terms and Conditions apply each time you use Internet Banking or Phone Banking, but do not apply to the extent that these Terms and Conditions are expressly overridden by the terms and conditions of an EFT Account.
- 1.2 You should read the Terms and Conditions carefully.
- 1.3 Separate terms and conditions govern Business Banking Online, the Access Methods for Business Banking Online and the security of the digital certificate. Business Banking Online is not available with all Accounts. Please contact us on 1300 608 266 between 8am to 8pm (EST), Monday to Saturday if you are interested in Business Banking Online.

2 Using Internet and Phone Banking

- 2.1 You accept these Terms and Conditions when Internet and Phone Banking is first used in relation to an EFT Account.

Registration

- 2.2 You must be registered to use Internet and Phone Banking. You may ask us to register you by visiting any of our branches or by phoning 1300 605 266 24 hours a day, seven days. We may automatically register you for Internet and Phone Banking. If we do so, we will give you notice.
- 2.3 When you are registered for Internet and Phone Banking:
 - (a) we give you an Internet and Phone Banking Customer Access Number;
 - (b) you may select your own Internet and Phone Banking Security Number. If you do not select an Internet and Phone Banking Security Number within the time we allow we will issue one to you;
 - (c) you will be registered for our Secure Code Service.

When you are registered for Internet Banking we give you an automatically generated Internet Banking Password. When you first log in to Internet Banking, you will be prompted to change that automatically generated password.

For your security, we recommend that you choose an Internet and Phone Banking Security Number and an Internet Banking Password that are unrelated to any of your ATM/EFTPOS PINs.

We give each of you different Customer Access Numbers, Internet and Phone Banking Security Numbers and Internet Banking Passwords, including if you are a joint account holder.

- 2.4 It is your responsibility to ensure any Electronic Equipment, software or service (such as a telephone or internet service) required to use Internet Banking or Phone Banking is available to you, working properly, and that you know how to use it to access Internet Banking or Phone Banking. You must take all reasonable steps to protect the security of your Electronic Equipment's hardware and software, including ensuring that your Electronic Equipment does not have any viruses or any form of program or mechanism capable of recording your Access Methods.

Functionality

- 2.5 You can use your Internet and Phone Banking facility to access a range of banking services for accounts linked to your Internet and Phone Banking facility, including:
- transferring funds between EFT Accounts;
 - obtaining EFT Account information, such as account balances, and ordering account statements; and
 - making BPAY® Payments, and payments to accounts that are not linked to your Internet and Phone Banking facility (such as accounts held at other financial institutions).

Additional banking services are available through Internet Banking, including:

- setting up Scheduled Payments;
- ordering bank cheques and Telegraphic Transfers;
- depositing cheques;
- opening a range of accounts;
- viewing and transferring funds between your BT Super for Life superannuation account; and
- viewing bills online through BPAY View®.

Not all banking services available using Internet and Phone Banking are available for all EFT Accounts. See the EFT Account terms and conditions for further information.

- 2.6 If you are seeking Internet and Phone Banking to use in relation to an EFT Account which requires two or more to sign, you may only use Internet and Phone Banking to debit the account via funds transfer or BPAY® if all authorised parties to the EFT Account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 2.7 We may impose limits on your use of Internet and Phone Banking, including daily limits on withdrawals. Details of limits we impose are set out in the front of this booklet, and are available by visiting our website **bankofmelbourne.com.au**

3 Valid payment direction and cut-off times

- 3.1 We will treat any instruction to transfer funds or make a payment as authorised by you if your Access Method has been used. Your Access Methods are:
- (a) for Internet Banking – your Internet and Phone Banking Customer Access Number, Internet and Phone Banking Security Number and Internet Banking Password; and
 - (b) for Phone Banking – your Internet and Phone Banking Customer Access Number and Internet and Phone Banking Security Number.
- 3.2 Except for BPAY® Payments and Telegraphic Transfers, we only use the BSB and account number to process payments and transfers to accounts held at financial institutions other than Bank of Melbourne. Please make sure the BSB and account number you provide us with are correct. We will not check the account name you provide. In some cases, the financial institution receiving the funds may check the account name, and may reject the payment if the account name is incorrect. However, the receiving institution is not obliged to check the account name.
- 3.3 If you tell us to make an Internet Banking or Phone Banking transaction or payment (other than a BPAY® Payment) before the times specified, it will in most cases be treated as having been made on the same day. However, we may choose to process a transaction or payment on a day after the cut-off time for that day.

Cut-Off Times (other than for BPAY® Payments)

- For payments other than Telegraphic Transfers – 5.30pm each Business Day.
- For Telegraphic Transfers – 5.00pm each Business Day.

Instructions received after these cut-off times will ordinarily be processed on the next Business Day.

It usually takes at least two Business Days for a transfer or payment to be received by a payee.

4 Receipts and records

- 4.1 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should keep this number in case you have any queries in relation to the transaction.
- 4.2 If you ask, we will email an electronic receipt for a Scheduled Payment once we make the payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment. We recommend that you check after the due date for a Scheduled Payment to ensure the Scheduled Payment was made.
- 4.3 We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next Business Day.

- 4.4 You should check your receipts carefully and promptly report any error to us. You can do so (and raise any queries you have with us) by phoning the General Customer Enquiries phone number on the back of this booklet.
- 4.5 You acknowledge and agree that we may record Internet and Phone Banking transactions in any manner we choose. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Methods.

5 Security of your Internet and Phone Banking Security Number and Internet Banking Password

- 5.1 You can:
- change your Internet and Phone Banking Security Number when you use Phone Banking; and
 - change your Internet and Phone Banking Security Number and Internet Banking Password when you use Internet Banking.

For your security, we recommend that you use an Internet and Phone Banking Security Number and an Internet Banking Password that are unrelated to any of your ATM/EFTPOS PINs.

- 5.2 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important because they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking Security Number or your Internet Banking Password your liability for unauthorised transactions will be determined under clause 6.

Your obligations

You must:

- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
- (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number or Internet Banking Password or on any article normally carried with any such item and which is liable to loss or theft with that item;
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password;

- (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password or make them available to any other person (including a joint account holder, a family member, a friend or one of our staff);
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any Electronic Equipment.

Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?

- 5.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or your Internet Banking Password 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 Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number;
- (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
- (c) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password by reversing the number sequence;
- (d) not to describe your disguised record as an "Internet and Phone Banking Security Number record" or "Internet Banking Password record" or similar;
- (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password 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) government benefit numbers;or
 - (vi) licence numbers; and

(g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):

- (i) mobile telephones;
- (ii) personal computers; or
- (iii) electronic organisers.

5.4 There may be other forms of disguise that may also be unsuitable because of the ease of another person working out your Internet and Phone Banking Security Number or Internet Banking Password. You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password. Please note that liability for losses arising from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where the Code applies, despite your obligations in clauses 5.2, 5.3 and 5.4.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed or you suspect unauthorised transactions

5.5 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it or you suspect that unauthorised transactions have been made.

You may notify us by telephoning us on 1300 605 266 24 hours a day, seven days.

5.6 If you do not notify us you may be liable for unauthorised use - see clause 6.

5.7 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone Banking access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.

5.8 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

5.9 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction that 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.

6 Liability for unauthorised Internet and Phone Banking transactions

6.1 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions 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 Internet and Phone Banking; or
- (c) the actual loss incurred before you notify us under clause 5.5 (excluding that portion of the loss incurred on any one day that exceeds the applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please refer to clauses 6.3 and 6.4 for details of those circumstances.

6.2 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 (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by clause 5.5; or
- (c) unauthorised transactions before you receive your Internet and Phone Banking Security Number; or
- (d) any Device, Identifier or Code that is forged, faulty, expired or cancelled; or
- (e) unauthorised transactions that can be made using an Identifier without a Device or a Code; or
- (f) unauthorised transactions that can be made using a Device and not a Code, provided the User did not unreasonably delay in reporting the loss or theft of the Device.
- (g) the same transaction being incorrectly debited more than once to the same account.

When you will be liable for actual losses resulting from an unauthorised transaction

6.3 If you have contributed to the unauthorised use because you:

- (a) engaged in fraud;
- (b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend;

- (c) indicated your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number;
- (d) kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to disguise the Internet and Phone Banking Security Number or Internet Banking Password) with any article carried with any item that identifies your Internet and Phone Banking Customer Access Number or that is liable to loss or theft simultaneously with that item;
- (e) selected an Internet and Phone Banking Security Number or Internet Banking Password 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 an Internet and Phone Banking Security Number or Internet Banking Password and warned of the consequences of doing so; or
- (f) you act with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password, your liability will not exceed the smallest of:
 - (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or we are notified of the existence of unauthorised transactions;
 - (ii) the funds available in your EFT Accounts including any agreed line of credit; or
 - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

6.4 You will be liable if you have contributed to the unauthorised transactions because you unreasonably delayed in notifying us that any applicable Device has been lost, misused or stolen or your Internet and Phone Banking Security Number and/or Internet Banking Password has become known to someone else.

You will be liable for any losses directly attributable 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 became 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.

- 6.5 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 a relevant card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to the EFT Account terms and conditions.
- 6.6 If more than one Code is required to perform a transaction and we prove that a User breached the security requirements for one or more, but not all, of those Codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.
- 6.7 You will not be liable under clauses 6.3 or 6.4 for losses incurred on any accounts which we had not agreed could be accessed using an applicable Device or Identifier and/or your Internet and Phone Banking Security Number and Internet Banking Password. Your liability under clause 6.4 is also subject to us proving on the balance of probability that you contributed to the loss in one or more of the ways described in clause 6.4.

7 Electronic banking system malfunction

- 7.1 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 605 266, 24 hours, 7 days.
- 7.2 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.
- 7.3 Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny your right to claim 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 the equipment or the system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.
- 7.4 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).

8 Delayed transactions

We will endeavour to process all transactions promptly however there may be delays in transactions you initiate through Internet or Phone Banking that are caused by factors beyond our control.

9 Stopping or altering payments

- 9.1 If you believe that you have made a mistake in an Internet Banking or Phone Banking transaction or payment, you must contact us as soon as possible on 1300 605 266, 24 hours a day, seven days and give full details so that we can locate the transaction and take action.

Scheduled transactions and payments

- 9.2 You may stop or alter an Internet Banking or Phone Banking transaction or payment (including a BPAY® Payment) that is a Scheduled Payment by instructing us before midnight on the Business Day immediately prior to the day the transaction or payment is to be made.

Other transactions and payments

- 9.3 In some limited circumstances it may be possible to stop or cancel a Telegraphic Transfer (this may depend on whether the payment has been processed by us). If you want to attempt to stop or cancel a Telegraphic Transfer you must contact us as soon as possible by visiting a branch, or calling 1300 605 266, 24 hours, 7 days.

For payments that are not Telegraphic Transfers, we cannot accept a request to stop or alter a transaction or payment that is not a Scheduled Payment after you have instructed us to make it.

- 9.4 Further information about stopping or altering BPAY® Payments and Telegraphic Transfers is set out in clauses 15 (for BPAY® Payments) and 26 (for Telegraphic Transfers).
- 9.5 We will charge you a fee for receiving your instruction to trace or recall an Internet Banking or Phone Banking transaction.

10 Availability, cancellation, suspension

- 10.1 We will make reasonable efforts to:
- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
 - (b) ensure that information we make available to you through Internet and Phone Banking is correct.
- 10.2 We may cancel your access to Internet and Phone Banking without prior notice if we reasonably believe it is necessary or appropriate, for example where we believe that there is a risk of fraud or security breach, or where you have not accessed Internet and Phone Banking for a lengthy period. We inform you in writing after we cancel your registration. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

- 10.3 You can cancel your registration for Internet and Phone Banking by visiting any of our branches or by phoning 1300 605 266, 24 hours a day, 7 days. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 10.4 We may change your Internet or Phone Banking access to an “inactive status” if you do not access Internet or Phone Banking within 120 consecutive days. You can re-activate your access by calling us on 1300 605 266, 24 hours a day, 7 days.

10A Mistaken Internet Payments

- 10A.1 This clause 10A does not apply to BPAY® payments. See Section 2 of these terms for information about BPAY® payments.

Reporting mistaken internet payments

- 10A.2 You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Bank of Melbourne branch or by phoning us on 13 22 66.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

Dealing with mistaken internet payments

- 10A.3 Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. Set out at clauses 10A.4 to 10A.5 is a summary of the processes in that Code.

We may be the **sending institution**, namely the financial institution whose customer made the payment or the **receiving institution**, namely the financial institution whose customer received the payment (this customer is the **unintended recipient** of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

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.

Where sufficient funds are available in the unintended recipient's account

10A.4 Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made:

Where the report is made within 10 Business Days of the payment:

- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

Where the report is made between 10 Business Days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request.
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of that period (during which time the recipient will be prevented from withdrawing the funds).

Where a report is made after 7 months of payment:

- If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

Where sufficient funds are not available

10A.5 Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

Where you receive a mistaken internet payment

10A.6 Where:

- both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the mistaken internet payment is reported 7 months or less after the payment; and
- 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 relevant 10 Business Day period referred to in clause 10A.4,

we will, 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 in accordance with clause 10A.4 above.

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.

Liability for losses arising from internet payments

10A.7 You must ensure that internet payment details are correct. You and your User are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your User including mistaken internet payments.

Section 2 - BPAY®

11 BPAY® terms and conditions

- 11.1 The BPAY® terms and conditions set out in this Section 2 apply if you ask us to make a payment on your behalf through the BPAY® Scheme. We are a member of the BPAY® Scheme. We will tell you if we are no longer a member of the BPAY® Scheme.
- 11.2 You may also receive or access bills or statements electronically (“BPAY View®”) from participating Billers nominated by you using Internet Banking.
- 11.3 You may choose to make a BPAY® Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a Biller and you may nominate us as a Biller for the purposes of BPAY View®. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY® Scheme, to an account you have with us through the BPAY® Scheme.
- 11.4 When you ask us to make a BPAY® Payment, you must give us the information specified in clause 14 below. We will then debit the EFT Account you specify with the amount of that BPAY® Payment. We may decide not to make a BPAY® Payment if there are not sufficient cleared funds in that EFT Account at the time and when you tell us to make that payment.
- 11.5 When we make a BPAY® Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

12 How to use BPAY®

- 12.1 You can ask us to make BPAY® Payments from an EFT Account if these terms and conditions permit you to make withdrawals from that EFT Account.
- 12.2 We may impose restrictions on the accounts from which a BPAY® Payment may be made. In addition to the limits imposed under clause 2.7, a BPAY® Biller may set limits on the amount of a BPAY® Payment to that Biller. Some Billers will not accept BPAY® Payments from certain accounts (for example, credit card accounts).
- 12.3 If there is any inconsistency between these terms and conditions and the BPAY® Scheme terms and conditions set out in this Section 2, then the BPAY® Scheme terms and conditions will apply to the extent of that inconsistency.
- 12.4 When you use a credit card to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase transaction.
- 12.5 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

13 Valid payment direction

We will treat any instruction to make a BPAY® Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Customer Access Number are entered, if you make the BPAY® Payment by Phone Banking; or
- (b) your Internet and Phone Banking Security Number, Internet Banking Password and Internet and Phone Banking Customer Access Number are entered, if you make the BPAY® Payment by Internet Banking.

14 Information you must give us

14.1 To instruct us to make a BPAY® Payment, you must give us the following information:

- (a) the EFT Account you want us to debit the payment from;
- (b) the amount you wish to pay;
- (c) the biller code of the Biller you wish to pay (this can be found on your bill); and
- (d) your customer reference number (this can be found on accounts or invoices you receive from Billers).

14.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using Phone Banking) or your computer keyboard (where you are using Internet Banking).

14.3 We are not obliged to effect a BPAY® Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

15 Stopping or altering payments

15.1 If you believe that you have made a mistake in a BPAY® Payment, you must contact us as soon as possible on 1300 605 266, 24 hours a day, 7 days and give full details so that we can locate the transaction and take action.

15.2 You may stop or alter a BPAY® Payment that is a Scheduled Payment by asking us to before midnight on the Business Day immediately prior to the day the transaction or payment is to be made.

15.3 We cannot accept a request to stop or alter a BPAY® Payment that is not a Scheduled Payment after you have instructed us to make it.

15.4 Subject to clause 20, Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you make will be treated as received by the Biller to whom it is directed:

- (a) on the date you make that BPAY® Payment, if you tell us to make the BPAY® Payment before our Payment Cut-Off Time (see clause 20) on a Banking Business Day; or

(b) on the next Banking Business Day, if you tell us to make a BPAY® Payment either after our Payment Cut-Off Time (see clause 20) on a Banking Business Day or on a non-Banking Business Day.

15.5 A delay might occur in the processing of a BPAY® Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY® Payment;
- (b) you tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
- (c) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY® Scheme.

15.6 While it is expected that any delay in processing a BPAY® Payment for any reason set out in clause 15.5 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

15.7 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY® Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

16 BPAY View®

16.1 You may register to use BPAY View®. You can register for BPAY View® through Internet Banking if you are registered for Internet and Phone Banking.

16.2 If you register to use BPAY View®, while you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View® (or telling them if you cease to do so); and
 - (ii) that an event in clause 16.3(b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, Internet Banking and any link to a bill or statement;
- (c) state that, where you register to receive a bill or statement electronically through BPAY View®, you are entitled to receive that bill or statement from the applicable Biller;

- (d) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you are registered, you may receive a paper bill or statement from the Biller only in the circumstances set out in clause 16.3. For the purposes of this clause, we are the agent for each Biller nominated by you under (a) above;
- (e) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller; and
- (f) agree that the BPAY View® terms in these terms and conditions apply to you.

16.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from BPAY View® or you no longer have an EFT Account with us;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or Internet Banking or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View® malfunctions or is not available for any reason for an extended period.

16.4 You agree that when using BPAY View®:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification through Internet Banking without an email then that bill or statement is received by you:
 - (i) when a notification is posted through Internet Banking, whether or not you choose to access Internet Banking; and
 - (ii) through Internet Banking;
- (c) bills and statements delivered to you remain accessible through Internet Banking for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;

(d) you will contact the Biller directly if you have any queries in relation to bills or statements.

16.5 You must:

- (a) check your emails or Internet Banking at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or Internet Banking or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); and
- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

17 Liability for BPAY® mistaken payments, unauthorised transactions and fraud

17.1 BPAY® participants undertake to promptly process BPAY® Payments.

You must tell us promptly:

- (a) if you become aware of any delays or mistakes in processing your BPAY® Payments;
- (b) if you did not authorise a BPAY® Payment that has been made from an EFT Account; or
- (c) if you think that you have been fraudulently induced to make a BPAY® Payment.

17.2 We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in clauses 17.3 to 17.5. If the ePayments Code applies to an EFT Account and a BPAY® Payment is made on the EFT Account without your knowledge or consent, liability for that unauthorised BPAY® Payment will be determined in accordance with clause 6. Otherwise, except as set out in clauses 17.3 to 17.5 and clause 23 and subject to clause 7.3, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

17.3 If a BPAY® Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and an EFT Account was debited for the amount of that payment, we will credit that amount to the EFT Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

- 17.4 If a BPAY® Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit the EFT Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
 - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 17.5 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.
- 17.6 If a BPAY® Payment you have made falls within the type described in clause 17.4 and also clause 17.3 or 17.5, then we will apply the principles stated in clause 17.4.
- 17.7 If a BPAY® Payment you have made falls within both the types described in clauses 17.3 and 17.5, then we will apply the principles stated in clause 17.5.
- 17.8 Except where a BPAY® Payment is a mistaken payment referred to in clause 17.3, an unauthorised payment referred to in clause 17.4, or a fraudulent payment referred to in clause 17.5, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Important

Even where your BPAY® Payment has been made using a Visa Debit Card, no chargeback rights will be available under BPAY® Scheme rules. Please see the EFT Account terms and conditions for further information on chargebacks.

- 17.9 Your obligation under clauses 17.3 and 17.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 23.

- 17.10 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under this Section 2; or
 - (b) acted negligently or fraudulently in connection with these terms and conditions.
- 17.11 If you tell us that a BPAY® Payment made from an EFT Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. We are not obliged to investigate or rectify any BPAY® Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® Payment.

18 BPAY® View billing errors

- 18.1 For the purposes of clauses 18.2 and 18.3, a BPAY® View billing error means any of the following:
- (a) if you have successfully registered with BPAY® View:
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person;
 - (iv) giving a bill with incorrect details; or
 - (b) if your BPAY View® deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.
- 18.2 You agree that if a BPAY View® billing error occurs:
- (a) immediately upon becoming aware of the BPAY View® billing error, you must take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
 - (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View® billing error.

18.3 You agree that for the purposes of this clause you are responsible for a BPAY View® billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View®.

19 Suspension

We may suspend your right to participate in the BPAY® Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

20 Cut-off times

If you tell us to make a BPAY® Payment before the times specified, it will in most cases be treated as having been made on the same day.

Payment Cut-off times (for BPAY® Payments):

7 days a week, 5.30pm. However, if you tell us to make a BPAY® Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a BPAY® Payment as soon as they receive its details, the payment may take longer to be credited to a Biller.

21 When a Biller cannot process your payment

If we are informed that your payment cannot be processed by a Biller, we will:

- (a) inform you of this;
- (b) credit your EFT Account with the amount of the BPAY® Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY® Payment to that Biller as quickly as possible.

22 EFT Account records

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

23 Consequential damage

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

23.2 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

24 Privacy

- 24.1 You agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme;
 - (b) such of your transactional information as is necessary to process, rectify or trace your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View® will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY® Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the financial institution of either or both Billers; and
 - (c) that an event in clause 16.3 (b), (c), (d), (e) or (f) has occurred.
- 24.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in this clause as necessary.
- 24.3 You can request access to your information held by us by contacting us, or by contacting BPAY® Pty Ltd or its agent, Cardlink Services Limited.
- 24.4 If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment or for you to use BPAY View®.

Section 3 – Secure Code Service

25 Secure Code Service terms and conditions

- 25.1 When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as being an At Risk Transaction.

At Risk Transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.

- 25.2 If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.

In order to receive the Secure Code, you must:

- provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
- choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.

- 25.3 If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.

- 25.4 You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.

- 25.5 It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.

- 25.6 If for some reason you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 605 266, 24 hours, 7 days.

Section 4 -Telegraphic Transfers

26 Telegraphic Transfer terms and conditions

- 26.1 Where Telegraphic Transfers are available for an EFT Account, you may instruct us to transfer an amount to a beneficiary's account held at a financial institution overseas. A Telegraphic Transfer may be in Australian dollars or a foreign currency.
- 26.2 Amounts sent as a Telegraphic Transfer will usually be available to the beneficiary within 48 hours of your instructions being processed by us. However, in some circumstances a Telegraphic Transfer may take longer, such as where an amount is to be transferred to a place that is not a major financial centre.
- 26.3 If you instruct us to transfer an amount in a foreign currency, we will convert the Transfer Amount to Australian dollars using the retail exchange rate we make available for the foreign currency on that day. We will tell you details of the conversion (including the exchange rate, the foreign currency amount and converted Australian dollar amount) at the time you instruct us to make the transfer.
- 26.4 The services of other financial institutions may be used to carry out a Telegraphic Transfer. We may receive commissions or other benefits from other financial institutions.
- 26.5 In many cases, other financial institutions involved in carrying out a Telegraphic Transfer (such as the beneficiary's Financial Institution or an intermediary financial institution) will impose fees and charges. Such fees and charges will be deducted from the transferred amount (reducing the amount that will be transferred to the beneficiary).
- 26.6 Fees and charges imposed by other financial institutions are beyond our control. Unless you pay them at the time you request us to make a Telegraphic Transfer, any amount charged by another financial institution involved in carrying out a Telegraphic Transfer will be deducted from the Transfer Amount.

In some limited circumstances it may be possible to stop or cancel a Telegraphic Transfer. If you want to attempt to stop or cancel a Telegraphic Transfer you must contact us as soon as possible by visiting a branch, or calling 1300 605 266, 24 hours, 7 days.

- 26.7 If you request us to stop or cancel a Telegraphic Transfer you must pay any fees or charges imposed by another financial institution involved in carrying out the Telegraphic Transfer (including any fees and charges imposed in relation to the request to stop or cancel the Telegraphic Transfer). You must also pay any fees and charges imposed by us.

- 26.8 If we are able to stop or cancel a Telegraphic Transfer:
- (a) any fees and charges payable by you will usually be deducted from the amount refunded;
 - (b) where the amount to be transferred was in a foreign currency, we will convert the amount to be refunded to Australian dollars using an exchange rate we determine (this exchange rate will usually be different from the exchange rate used at the time you instructed us to make the Telegraphic Transfer).
- 26.9 Delays or errors in the transmission of a Telegraphic Transfer may be caused by matters beyond our control, such as the acts or omissions of another financial institution involved in carrying out the Telegraphic Transfer.
- 26.10 We collect your personal information in order to process your request and to comply with legal requirements, including anti-money laundering laws. If you do not give us all the personal information we require, we may not be able to make the payment you have requested. You may request access at any time to personal information held by us about you and ask us to correct it if you believe it is incorrect or out of date by calling us on 13 22 66 or visiting one of our branches. We may disclose your personal information:
- to other financial institutions (including overseas financial institutions) and to the beneficiary, for the purposes of carrying out the transfer;
 - to our external service providers that provide services for the purposes only of our business, on a confidential basis;
 - if you request us to do so, or if you consent, or where the law requires or permits us to do so.

If you have provided information about another individual, you declare that the individual has been made aware of that fact and the contents of this clause 26.10.

Section 5 - General matters

27 Industry codes

27.1 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.

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

28 Changes to the Terms and Conditions

28.1 The Terms and Conditions can be changed by us at any time.

28.2 We will give notice of any change to the Terms and Conditions in accordance with the times set out in the table in clause 28.3, and in the manner described in clause 29.

28.3

Type of change or event	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge (other than a government fee or charge, see clause 29.5); (b) increase any fee or charge (other than a government fee or charge, see clause 29.5); (c) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges relating solely to the use of an Access Method or for the issue of an additional or replacement Access Method; (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on the use of an Access Method, EFT Account or Electronic Equipment. 	<p>At least 30 days before the change takes effect.</p>
<p>B If we make any other change.</p>	<p>On or before the day the change takes effect.</p>

29 Communications

- 29.1 Communications relating to Internet and Phone Banking, including notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 29.2 We may give communications in writing directly or by media advertisement. We may also give communications in writing electronically (if you agree - see clause 29.6).
- 29.3 If we give a written communication directly, we will send it to the most recent address you have given us. You must promptly inform us of any change to your contact details. Where we send a written communication by ordinary mail, we will regard that notice as given 5 Business Days after we post it.
- 29.4 If you are the holder of an EFT Account that 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 purposes of receiving communications from us. This means that only one copy of the communication will be sent.
- 29.5 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.
- 29.6 If you agree, we may use electronic means to communicate with you. For example, we may send electronic notices or other communications about our products and services.
- 29.7 We need not give any notice where a change has to be made to maintain or restore the security of our systems or an account.

30 Appropriate use of our services

- 30.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 30.2 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.

31 Trade practices

Nothing in these terms and conditions has the effect of excluding, restricting or modifying any rights that by law cannot be excluded, restricted or modified.

32 GST

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

32.2 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.

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

33 Fees and charges

Any fees and charges payable for your use of Internet and Phone Banking are set out in the EFT Account terms and conditions. Information about fees and charges is available on request.

34 Assignment

You cannot assign your rights under the Terms and Conditions.

35 Problems and Disputes

35.1 If you believe an error has been made, please notify us by contacting any of our branches. 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:

- (a) contacting the branch where the problem arose; or
- (b) phoning the General Customer Enquiries phone number listed on the back of this booklet.

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 at any of our branches.

- 35.5 If you have a credit contract relating to the EFT Account, you may also have rights regarding disputes under the Consumer Credit Code which are not referred to below. Further information about these rights may be obtained by:
- (a) phoning the General Customer Enquiries phone number listed on the back of this booklet;
 - (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 of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Melbourne. 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 EFT 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 EFT Account, we will investigate. We will make any corrections to your EFT 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 asking at any of our branches or by calling 13 22 66.
- 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 the BPAY® Scheme 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 Section 2 of these terms and conditions 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 Meaning of words

“Access Method” means a method we authorise you to use to instruct us through Internet and Phone Banking in respect of an EFT Account.

It comprises the use of one or more components including an 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;

“Alerts Service” means the provision of information regarding your EFT Account by SMS (SMS Alert) or email (Email Alert) or any other method of transmission as agreed between you and us to your Electronic Equipment;

“At Risk Transaction” means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

“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 Internet Banking or Phone Banking service to which these terms and conditions apply;

“BPAY® Pty Ltd” means BPAY® Pty Ltd ABN 69 079 137 518;

“BPAY® Scheme” means the scheme described in clause 11;

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

“Cardlink Services Limited” means Cardlink Services Limited ABN 60 003 311 644;

“Code” means an Internet and Phone Banking Security Number, and Internet Banking Password, or any similar information which may be required in order to make EFT Transactions to and from an EFT Account and which you or the User is required to keep secret;

“Cut-Off Time” for a day means:

- (a) for transactions and payments other than BPAY® Payments, the time set out in clause 3.3 for that day;
- (b) for BPAY® Payments, the time set out in clause 20 for that day;

“Device” means an article we give to a User to perform EFT Transactions;

“EFT Account” means an account for which we agree you may give us instructions or access account information using Internet and Phone Banking;

“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;

“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;

“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 a User knows and must provide to perform an EFT Transaction but is 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 the internet and telephone) 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;

“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 the internet and telephone) 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, but excludes Phone Banking;

“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;

“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;

“Password” means the password or number used in conjunction with your EFT Account and which is not a PIN;

“Payment Cut-Off Time” means the BPAY® Payment Cut-Off Time;

“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.

“Scheduled Payment” means a payment (including a BPAY® Payment) or a funds transfer that you request us to make at a later date;

“Secure Code” means a randomly generated code that we send to you to authenticate an At Risk Transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

“Secure Code Service” means our method of Two Factor Authentication where we send you a Secure Code to authenticate an At Risk Transaction performed by you using Internet Banking;

“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;

“SMS” means Short Message Service;

“Telegraphic Transfer” means an electronic transfer to an account held with a financial institution outside Australia;

“Terms and Conditions” means the terms and conditions set out in Part A of this booklet, and any other terms and conditions we give you that apply to Internet Banking or Phone Banking;

“Two Factor Authentication” means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer’s physical device, e.g. a mobile telephone or a landline telephone;

“User” means you or any person authorised by you in accordance with these terms (or other terms with us relating to an EFT account) to perform EFT Transactions;

we or us or Bank of Melbourne or the Bank means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 and its successors and assigns.

“Westpac Group” means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 and its related bodies corporate.

“you” means the user of Internet Banking or Phone Banking.

Unless otherwise specified, a reference in this booklet to a time is a reference to that time in Melbourne.

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

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Important

If your Internet and Phone Banking Security Number or Internet Banking Password or any record of them is misused, lost or stolen, immediately notify us on **1300 605 266**, 24 hours, 7 days.

Internet Banking Helpdesk

Call **1300 605 266**, 24 hours, 7 days.

General customer enquiries

Call 24 hours a day, seven days 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**



Bank of Melbourne

Bank of Melbourne - A Division of Westpac Banking Corporation
ABN 33 007 457 141 AFSL and Australian credit licence 233714.

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