

Bank of
Melbourne

Transaction, Savings and Investment Accounts.

Accounts no longer offered.

Banking Services Terms and Conditions and
General Information.

Effective Date: 29 August 2020.

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. You will be considered to have agreed to these terms and conditions, on the earlier of when you first use your account or when you otherwise agree to these terms and conditions.

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 so that we can try and locate the transaction and take action.

Periodical payments and Scheduled Payments.

You may stop or alter a periodical payment, by instructing us before the end of the Business Day immediately prior to the day the 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. 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 us. We cannot accept a request to stop a payment made under a direct debit arrangement after we have debited the payment from your account.

Recurring payments

You'll need to contact the merchant to request to cancel a recurring payment. Until you cancel your authority, the merchant is entitled to request us to debit the account and we are obliged to process this request.

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 us.

Daily Card withdrawal limits*

Cash	
<p>This limit applies to the total of all withdrawals made using each card linked to an account, including:</p> <ul style="list-style-type: none">• ATM cash withdrawals• POS cash out transactions• Fund transfers processed through eftpos	<p>\$1,000</p> <p>Your limit can be changed to any whole dollar amount up to \$2,000. You can change your limit in Internet Banking, by calling Phone Banking or visiting a branch.</p>
Purchases	
<p>This limit applies to the total amount of all purchase transactions made using each card linked to an account, for example:</p> <ul style="list-style-type: none">• Transactions made through a POS terminal• Contactless transactions• Transactions made online or by phone using a Visa Debit Card number and the expiry date on the front of your card• Transactions made online using the card number and expiry date on the front of your Freedom Card wherever eftpos is accepted	<p>\$8,000</p> <p>You can change your limit by calling Phone Banking or visiting a branch.</p>

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 different limit for your card. These limits do not apply to certain transactions (as we advise you from time to time), including PINpad transactions carried out in St.George, Bank of Melbourne or BankSA branded branches, or transactions carried out through Bank@Post. Merchants or other financial institutions may impose their own limits, such as for use of the card at a store or ATM. You (including any card user for your account) can ask us to change any of these limits for your own card (up to the maximum limit we agree) through Internet Banking (if available) or by calling us or visiting a branch. Bear in mind that when you (including a card user) increase a limit, the account holder may be at risk of larger financial losses in the event of unauthorised transactions.

Contents.

Part A – Terms and conditions applying to your account.	8
Table 1 – Summary of account features and benefits: Accounts no longer offered for sale.	8
Section 1 – General.	12
1 About these terms and conditions.	12
Section 2 – Accounts.	12
2 Opening an account.	12
3 Interest.	13
4 Interest offset facility.	14
5 Bonus Interest.	14
6 Fees and charges.....	14
7 Adjustment of debits and credits to your account.....	15
8 Statements of account.....	15
9 Passbooks.	16
10 Deposits.....	17
11 Direct Credits/Salary Payments.....	18
12 Automatic pension crediting.....	19
13 Withdrawals.....	19
14 Periodical Payment terms and conditions.	22
15 Direct debit terms and conditions.....	22
16 Recurring payments terms and conditions.....	23
17 Overdrafts.	23
18 Account Combination.....	24
19 Joint Accounts.	24
20 Authority to Operate.....	25
21 Converting accounts, changing account features.....	26
22 Closing an account.....	27
23 Inactive accounts.....	27
24 Unclaimed monies.	27
25 Additional Terms and Conditions that apply to School Saver, Direct Saver, DIY Super Direct Saver, Sense Everyday, Sense Savings, and Complete Freedom Student Accounts.....	28

Section 3 – Payment Services.	31
26 Terms and conditions of a cheque book facility.	31
27 Terms and conditions of our cards.	32
28 Foreign currency card transactions.	35
29 Security of your card and PIN.	35
30 Liability for unauthorised transactions.	37
31 Using a Terminal.	40
32 Electronic banking system malfunction.	40
Section 4 – Alerts Services.	41
33 Alerts Services terms and conditions.	41
Section 5 – General matters.	43
34 Industry Codes.	43
35 Changes to the Terms and Conditions.	43
36 Communications.	44
37 Your privacy.	45
38 What to do if you have a problem or dispute.	47
39 Agencies.	48
40 Appropriate use of our services.	48
41 Consumer Guarantees.	49
42 GST.	49
43 Assignment.	49
44 Australian Government’s Financial Claims Scheme.	49
Section 6 – Meaning of words.	49
Part B – General Descriptive Information.	53
Tax File Number.	54
If you are in Financial Difficulties.	55
Joint Accounts.	55
Cheques.	55

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	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	Sense Everyday Account	Sense Savings Account	Express Freedom Account	Complete Freedom Student Account	Freedom Account
Account opening														
Minimum opening balance		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1	N/A	\$1	\$1	\$1
Minimum opening balance with cheque facility		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,000	N/A	\$1,000
Eligibility criteria apply	Clause 25	X	X	X	X	✓	X	X	X	N/A	N/A	N/A	✓	N/A
Accessing your Account														
Funds at call	Clause 13	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internet Banking		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Phone Banking		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Visa Debit Card	Clauses 27-32	X	X	X	X	X	X	X	X	✓	X	✓	✓	For accounts opened before 12 Nov 2006
Bank of Melbourne Freedom Card†	Clauses 27-32	✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓
Maestro/Cirrus ATM Card#	Clauses 27-32	✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓
Deposit Only Card		✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓
Cheque facility	Clause 26	X	✓	✓	X	X	X	X	X	✓	X	✓	X	✓
Branch		✓	✓	✓	✓	✓	✓	✓	✓	✓	X	✓	✓	✓
Bank@Post™		✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓
Electronic Agency		✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓
BPAY®/BPAY View®		✓	✓	✓	✓	✓	X	X	X	✓	X	✓	✓	✓

Description	Further details	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	Sense Everyday Account	Sense Savings Account	Express Freedom Account	Complete Freedom Student Account	Freedom Account
Accessing your Account <i>continued</i>														
Periodical payments, direct credits and direct debits	Clause 11, 14, 15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	✓
Packaging and linking														
Include in Bank of Melbourne Advantage Package		✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✓
Overdraft option	Clause 17	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✓	✗	✓
Interest offset facility	Clause 4	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✓
Other features and benefits														
Interest paid*	Clause 3	Quarterly [^]	Monthly	Monthly	N/A	6 monthly	Monthly	Monthly	Monthly	✗	Monthly	✗	✗	Quarterly
Bonus interest	Clause 5	✗	✗	✗	✗	✗	✗	✗	✗	N/A	✗	N/A	N/A	✗
Tiered interest rates	Clause 3.3	✓	✓	✓	✗	✓	✗	✗	✗	N/A	✓	N/A	N/A	✗
Balance tiers	Clause 3.4	✗	✗	✗	✗	✗	✗	✗	✗	N/A	✗	N/A	N/A	✗
Statements	Clause 8	6 monthly	6 monthly	6 monthly	6 monthly	6 monthly	6 monthly	6 monthly	6 monthly	Quarterly Consolidated with Sense Savings	Quarterly Consolidated with Sense Everyday	6 monthly	6 monthly	6 monthly
Passbook	Clause 9	✓	✓	✗	✗	✓	✗	✗	✗	✗	✗	✗	✗	✗
Alerts Services	Section 4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ATM Mini Transaction History		✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✓	✓	✓
Automatic pension crediting	Clause 12	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Telegraphic Transfer		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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 us;
- 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 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 us;
- 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 can be found on our website, on your account statement, in Internet Banking or by contacting Phone Banking.
- 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.
- 3.4 If balance tiers apply to your account, different interest rates may apply to different portions of the balance of your account.
- 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 35 and 36).

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 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 can be found on our website, on your account statement, in Internet Banking or by contacting Phone Banking.

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 35 and 36).

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 us;
- 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 us.
- 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 us;
 - 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 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 30 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). However, any deposits into your account will be first applied to any amount by which your account is overdrawn including fees and any accrued debit interest (if it applies to your account) on that amount. If you are receiving government benefits paid into the account and you need access to the payment that has been applied to the overdrawn amount, please contact us via Phone Banking or visit a branch to discuss options that may be available.
- 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.

Please note: A daily deposit limit may apply to the cash that can be deposited at an ATM. Visit bankofmelbourne.com.au and search 'our ATM' for ATM limits.

- 10.7 You can make deposits by posting a cheque to our address set out in your account statements.
- 10.8 We may refuse to accept any deposit.

Deposits in foreign currencies.

- 10.9 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.
- 10.10 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 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 collecting a foreign item for deposit to your account include (along with other terms) that:
 - (a) the proceeds of the foreign item will not be available for withdrawal until clearance by the overseas bank. Clearance takes approximately 3 to 6 weeks, but is dependent on the processing times of the overseas bank; and
 - (b) the foreign item may be dishonoured at any time 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 At times, you may make a transaction which takes your account into negative balance (or further into negative balance) or beyond any formal overdraft arrangement on your account – for example:
- where, at our discretion, we honour a direct debit, a scheduled payment, ATM withdrawal, purchase using a card linked to your account or honouring a cheque when there is insufficient available funds in the account;

- when a card purchase does not require our authorisation, systems are unavailable or a merchant settles a transaction late; or
- where the transaction draws from uncleared funds in the account.

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

13.7 We are under no obligation to allow a transaction to overdraw your account. If we decide not to allow it, we may charge a dishonour fee.

13.8 Overdraw Preference Feature

The Overdraw Preference feature is available on personal accounts other than account held by persons under 18 years of age. On eligible accounts, the feature is, by default, enabled, unless it has been disabled at your request or at our discretion. When enabled, we may allow direct debits, periodical payments and cheque withdrawals to overdraw your account, or increase the amount already overdrawn at the time of the transaction. A payment honour fee and debit interest may apply.

You can change your account Overdraw Preference in Internet Banking (including Mobile Banking), by calling us or visiting your nearest branch.

If you have provided a valid email address and mobile phone number to us, you will receive an email or SMS notification on the update.

Please note: The Overdraw Preference will be updated on the account, and effective for all authorised persons.

The update will be effective by the end of the day, unless it is not a business day then it is effective by the end of next business day.

If you request for the Overdraw Preference feature to be disabled, we will decline any direct debits, periodical payments and cheque withdrawals that would cause your account to become overdrawn, or further overdrawn. A dishonour fee may apply for each transaction that is dishonoured.

Some transactions may still cause the account to become overdrawn:

- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted;
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction is made using a cheque or a card linked to your account); or
- where it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

Under these scenarios, a payment honour fee and debit interest may apply.

13.9 If we do allow you to overdraw your account:

- (a) we may charge you a payment honour fee;
- (b) you agree to pay us interest (if it applies to your account) 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 us;
 - visiting our website bankofmelbourne.com.au

We calculate interest (if it applies to your account) 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.

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

13.11 Account held by persons under 18 years of age.

When one or more account holder is under 18 years of age, other than where formal overdraft arrangements exist, the account will not become overdrawn except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

This may be, for example:

- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted;
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction is made using a cheque or card linked to your account); or
- where it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

The Overdraw Preference feature will be disabled on these 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. Refer to “Overdraw Preference feature” section for more information.
- 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 at set times, by using your BSB and account number.

15.2 We will promptly process:

- any instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
- a complaint by you that a direct debit was unauthorised or otherwise irregular.

When you contact us to request a direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party.

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 Recurring payments terms and conditions.

Recurring payment is a payment that you have authorised a third party to charge your Visa Debit Card or Freedom Card number. You'll need to contact the merchant to request to cancel a recurring payment.

Unlike direct debits, we are unable to cancel a recurring payment on your behalf. You should contact the authorised party yourself. Until you cancel your authority, the merchant is entitled to request us to debit the account and we are obliged to process this request.

If the merchant does not comply with your request to cancel the authority, you must provide us with a copy of the correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf.

17 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.

18 Account Combination.

- 18.1 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.
- 18.2 We will give you notice promptly after we combine your accounts.

19 Joint Accounts.

- 19.1 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.
- 19.2 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.
- 19.3 The joint account holders must sign an authority to tell us the method by which they permit operations on the joint account. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 Where two or more authorised persons must act together (i.e. more than '1 to sign'), the account Overdraw Preference (if eligible) can only be changed in branch where the required account holders are present.

20 Authority to Operate.

- 20.1 You may nominate a person to operate on your account by completing an “Authority to Operate” form available at any branch.
- 20.2 We will not allow a person to operate on your account until their identity has been verified in accordance with our identification procedures.
- 20.3 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).
- 20.4 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.
- 20.5 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).
- 20.6 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.

- 20.7 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.
- 20.8 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.
- 20.9 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.
- 20.10 You consent to us giving any person authorised to operate on your account information about your account.

21 Converting accounts, changing account features.

- 21.1 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 to find out the conversion options available to you.

- 21.2 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 25). We will give you notice if we choose to convert your account (see clauses 35 and 36).
- 21.3 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).

22 Closing an account.

- 22.1 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.
- 22.2 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.
- 22.3 We may close your account at any time. We will give you reasonable notice if we close your account.
- 22.4 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.
- 22.5 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.

23 Inactive accounts.

If you have not made any deposits or withdrawals during a continuous 3 month period and your account is overdrawn or has a nil balance (without any arrangements), we may close your account.

24 Unclaimed monies.

If you have not made a deposit or a withdrawal from your account for seven years, we may be required by law to close your account, and transfer any prescribed money in your account to the government. We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your address is out of date).

You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

25 Additional Terms and Conditions that apply to School Saver, Direct Saver, DIY Super Direct Saver, Sense Everyday, Sense Savings, and Complete Freedom Student Accounts.

School Saver Account.

- 25.1 A School Saver Account is only available to customers who are under the age of 13.
- 25.2 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.
- 25.3 We may require you to prove that you are eligible to hold a School Saver Account.
- 25.4 If we become aware that you:
 - (a) no longer satisfy our eligibility requirements for a School Saver Account, or
 - (b) do not prove you satisfy our eligibility requirements for the account,we will notify you at least 30 days prior to converting your account that we intend to convert your account to another account. Fees and charges may apply on the other account. The letter will set out your options.

Direct Saver and DIY Super Direct Saver Accounts.

- 25.5 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 or visit our website bankofmelbourne.com.au to find out whether an account may be a Linked Account.
- 25.6 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.
- 25.7 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).
- 25.8 Where the Linked Account is held at a financial institution other than Bank of Melbourne:
 - (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).

- 25.9 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.
- 25.10 You may ask us to change your Linked Account by visiting our website bankofmelbourne.com.au or by calling us.
- 25.11 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).
- 25.12 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.
- 25.13 You may set up, change or cancel an Automatic Savings Plan by visiting our website bankofmelbourne.com.au or by calling us.

Sense Everyday Account and Sense Savings Account.

- 25.14 When you opened a Bank of Melbourne Sense Account we opened two accounts: a Sense Everyday Account and a Sense Savings Account. Both accounts must be held in the same name.
- 25.15 Your Sense Everyday Account and your Sense Savings Account will be linked. You may withdraw an amount from your Sense Saving Account by transferring that amount to you linked Sense Everyday Account and not in any other way (e.g. you may not withdraw amounts or set up scheduled payments to an account other than your Sense Everyday Account using Internet Banking directly from your Sense Savings Account).
- 25.16 Each time we process a purchase made from your Sense Everyday Account, using your Visa Debit Card, your Freedom Card, your Maestro/Cirrus ATM Card or BPAY transaction in Australia dollars, to a merchant located in Australia, and that amount is not a whole dollar amount, we round up the transaction amount to the next dollar and transfer the amount of the rounding (your **Rounding Contribution**) to your Sense Saving Account. We also round withdrawals from an Electronic Agency and through Bank@Post and purchases made overseas using your Maestro/Cirrus ATM Card.

25.17 Rounding Contributions will not be transferred for transactions from your Sense Everyday Account that are direct credits, direct debits transactions or Internet and Phone Banking transfers (except for BPAY)

Example.

Jill purchases groceries totalling \$32.45 at her local supermarket.

Jill uses her Bank of Melbourne Visa Debit Card to pay for her groceries with her Sense Everyday Account.

- \$32.45 is debited from Jill's Sense Everyday Account and paid to the supermarket; and
- \$0.55 is transferred from Jill's Sense Everyday Account into Jill's Sense Saving Account, within two Business Days.

25.18 Your Rounding Contribution will be transferred into your Sense Savings Account within two Business days of us processing the transaction from your Sense Everyday Account. The Rounding Contribution will still be transferred even if the purchase is subsequently reversed.

25.19 If you close one of your Bank of Melbourne Sense Accounts, we will automatically close the other Bank of Melbourne account (e.g. if you close your Sense Savings Account, we will automatically close your Sense Everyday Account as well). If your account is closed, we will not process any more Rounding Contributions, including for transactions carried out before your Bank of Melbourne Sense Accounts were closed.

25.20 We will not transfer a Rounding Contribution to your Sense Savings Account if the Available Balance in your Sense Everyday Account on the day of the transaction, is insufficient to cover the transfer of the Rounding Contribution. It is your responsibility to ensure there are sufficient clear funds in your Sense Everyday Account to cover every transfer from it.

25.21 If you have opened Sense Accounts by visiting a Bank of Melbourne branch or via Phone Banking, you may arrange to set a savings target for your Sense Savings Account to a maximum amount of \$100,000.00. You may change your savings target by visiting a Bank of Melbourne branch or by calling us.

25.22 When we prepare your Bank of Melbourne Sense Accounts statement, we will indicate your progress to achieving any savings target and provide you with a high level breakdown of the kinds of transactions that you have made during the statement period using your Sense Everyday Account. The categorisation of these transactions is based on information that we receive with the transaction and is subject to change. This breakdown of transaction is only a guide. It is not intended to be a substitute for your own budget or financial plan.

Complete Freedom Student.

- 25.23 Account is only available to customers who are under the age of 18 or who are full-time tertiary students, including apprentices.
- 25.24 If there is more than one owner of a Complete Freedom Student Account, then each of the owners must either be less than 18 years of age or a full-time tertiary student or apprentice.
- 25.25 We may require you to prove that you are eligible to hold a Complete Freedom Student Account. If we become aware that you no longer satisfy our eligibility requirements for a Complete Freedom Student Account, we will notify you at least 30 days prior to converting your account that we intend to convert your account to another account. Fees and charges may apply on the other account. The letter will set out your options.

Section 3 – Payment Services.

26 Terms and conditions of a cheque book facility.

- 26.1 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.
- 26.2 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 us.
- 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.
- 26.3 You must notify us immediately if you have any cause to believe that a cheque drawn on your account has been fraudulently altered or has not been authorised by you. You should ensure you check your account statement regularly.
- 26.4 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.
- 26.5 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).

- 26.6 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.
- 26.7 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. Speed is important. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable.
- 26.8 You can tell us to stop a cheque by using Internet and Phone Banking.
- 26.9 We will charge you a fee for stopping a cheque.
- 26.10 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.
- 26.11 You may cancel a stop payment request.

27 Terms and conditions of our cards.

- 27.1 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.

If you are 14 years of age or older and who have a current Australian residential address, you can receive a Visa Debit Card on an account where it is available.

In certain circumstances, we may allow a customer under the minimum age limit to receive a Visa Debit Card or Freedom Card based on the customer's needs. Please visit a branch to discuss card access.

- 27.2 You can use your card at a Terminal to withdraw cash from your account linked to your card or at POS 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.
- 27.3 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 20.7.
- 27.4 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 27 to 33.

27.5 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.

27.6 We reserve the right not to reissue a card. We may not automatically reissue a card when it reaches its expiry date if it has not been used to make a transaction.

27.7 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.

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

27.9 When you use a Visa Debit Card and make a Visa Debit Card transaction, the transaction may need authorisation by us, the merchant, or other person involved in the transaction. For example, we may choose not to authorise a transaction if there are insufficient funds available in the account for the transaction.

Once an authorisation is obtained, it will reduce the Available Balance in the account. If the purchase or other transaction is not completed, the Available Balance may continue to be reduced until the authorisation is cleared.

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.

- 27.10 Visa Debit Card purchase transactions made using the “credit” or “Visa Debit” option 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.
- 27.11 We may cancel any card at any time:
- (a) to protect you or us from fraud or other losses,
 - (b) to manage regulatory risk, or
 - (c) for any other reason determined by us acting reasonably.
- We also reserve the right to cancel any card by providing you with 30 days’ notice.
- 27.12 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.
- 27.13 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.
- 27.14 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.
- 27.15 If you need to dispute a transaction, you should contact us as soon as possible. You can raise a dispute online, in branch, or by contacting us using the number on the back of your card. We may ask you to provide information in writing to support your dispute.
- We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don’t notify us promptly, we may not be able to investigate your dispute.
- In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction.
- If it is available, we will claim a chargeback right for a transaction on your account if you ask us to do so, and you give us the information and material we require to support a chargeback. Otherwise any chargeback right we have may be lost.
- Chargeback rights are not available for BPAY® transactions.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

28 Foreign currency card transactions.

28.1 When a Visa Debit Card or Freedom Card 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.

28.2 When a Maestro/Cirrus ATM Card is used to make foreign currency transactions on your account by use of the Maestro POS 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.

28.3 Fees apply to each foreign currency transaction made with a card on your account.

29 Security of your card and PIN.

29.1 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.

29.2 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.

- 29.3 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.
- 29.4 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.
- 29.5 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

- 29.6 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.

- 29.7 You may notify us by calling us or by visiting any branch. 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).
- 29.8 If you do not notify us you may be liable for unauthorised use – see clause 30.
- 29.9 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.

30 Liability for unauthorised transactions.

- 30.1 Clauses 30.2 to 30.10 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.
- 30.2 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 29.6 (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 30 for details of those circumstances.

- 30.3 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;
 - (b) unauthorised transactions which occur after you have given us notice as required by clause 29.6;
 - (c) for transactions requiring the use of a card or card and PIN, unauthorised transactions before you receive your card and PIN;

- (d) unauthorised transactions made with a card or PIN that is forged, faulty, expired or cancelled;
- (e) the same transaction being incorrectly debited more than once to the same account;
- (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.

- 30.4 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.
- 30.5 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.
- 30.6 Your liability under clause 30.5 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.
- 30.7 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.

30.8 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.

30.9 You will not be liable under clause 30.5 or clause 30.7 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 30.5 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 30.5.

30.10 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).

30.11 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 30.11.

Clause 29 sets out your obligations for maintaining the security of your card.

Clauses 29.6 to 29.9 set out your obligations if you lose your card or if your card is stolen. Please read clause 28 carefully.

If you do not meet the obligations in clauses 29.1 to 29.5, 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 29.6;

(b) unauthorised transactions before you receive your card; or

(c) the same transaction being incorrectly debited more than once to the same account.

31 Using a Terminal.

- 31.1 When you use a card or card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal.
- 31.2 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 bankofmelbourne.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.
- 31.3 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.
- 31.4 Money is at your risk when it becomes visible or available to you at an ATM.
- 31.5 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.
- 31.6 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.
- 31.7 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.

32 Electronic banking system malfunction.

- 32.1 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.
- 32.2 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.

- 32.3 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.

33 Alerts Services terms and conditions.

- 33.1 Where Alerts Services are available for your account, we can provide you with messages about the status of your account by email or SMS.
- 33.2 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.
- 33.3 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.

- 33.4 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.
- 33.5 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 33.13).

- 33.6 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.
- 33.7 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).

- 33.8 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.
- 33.9 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.
- 33.10 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.
- 33.11 We may suspend or cancel Alerts Services for your account if we reasonably believe that your contact details are incorrect.
- 33.12 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.
- 33.13 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.
- 33.14 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.

33.15 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.

34 Industry Codes.

34.1 The Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

Up to date information on current standard fees, charges and any interest rates is available on request.

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

35 Changes to the Terms and Conditions.

35.1 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).

35.2 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 36. However, advance notice may not be given where a change has to be made because of an immediate need to maintain or restore the security of our systems or your account. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

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 36.6); or (b) increase any fee or charge (other than a government fee or charge, see clause 36.6); or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the minimum balance to which the account service fee applies; or (f) change the balance ranges within which interest rates apply to your account; or (g) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges for the issue or replacement of a card or Code to perform an EFT Transaction; (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on EFT Transactions, Payment Service or Electronic Equipment. 	<p>At least 30 days before the change takes effect.</p>
<p>B. If we make a change to interest rates.</p>	<p>On or before the day the change takes effect.</p>
<p>C. The introduction of, or change to, a government fee or charge that is payable directly or indirectly by you.</p>	<p>In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been published by the government, a government agency or representative body.</p>
<p>D. If we make any other change.</p>	<p>As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect.</p>

36 Communications.

36.1 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.

- 36.2 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 36.7).
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing, electronically or through media advertisement unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.
- 36.7 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.
- 36.8 We may require any request from you to be in writing, and in a form acceptable to us.

37 Your privacy.

- 37.1 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.
- 37.2 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 us;
 - visiting our website bankofmelbourne.com.au
- 37.3 You agree that we may disclose information about you in those cases where the *Privacy Act 1988* (Cwlth) permits disclosure of such information.

- 37.4 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.
- 37.5 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.
- 37.6 We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us or visit any of our branches if you do not wish to receive marketing communications from us.

Foreign Tax Residents.

- 37.7 We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (for example, for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

38 What to do if you have a problem or dispute.

38.1 If you believe an error has been made, please notify us by:

- visiting any branch;
- calling us.

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

38.2 If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Where possible, we will attempt to resolve your complaint on the spot. And if we need to take some additional time to get back to you, we will let you know.

In the event we can't resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Experience team.

38.3 Our Customer Experience Managers aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed as to the progress of your complaint.

You can contact us by:

Phone: Our Customer Contact Centre, the phone number is on the back cover of this document.

Email: Go to our website, bankofmelbourne.com.au, and scroll down to 'Contact Us' at the bottom of the page, and then click 'Feedback and complaints'

Mail: Bank of Melbourne Customer Experience,
Level 5, 150 Collins Street, Melbourne VIC 3000

38.4 If you are unhappy with the outcome of your complaint, then please feel free to contact our Westpac Group Customer Advocate.

The role of the Customer Advocate is to provide an objective and independent review of the outcome.

The Westpac Group Customer Advocate can be contacted by email: customeradvocate@westpac.com.au

Information to include in your correspondence:

- Your customer number and complaint reference number
- Your preferred contact details
- A brief description of your complaint.

38.5 If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

38.6 You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They also have a freecall Infoline – 1300 300 630.

38.7 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.

39 Agencies.

39.1 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.

39.2 We may pay commissions and make other payments to agents in relation to the banking services the agents perform.

40 Appropriate use of our services.

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

40.2 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.

41 Consumer Guarantees.

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

42 GST.

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

42.2 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.

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

43 Assignment.

You cannot assign your rights under the Terms and Conditions.

44 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 www.fcs.gov.au

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 Part 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;

Bank of Melbourne Sense Accounts means the Sense Everyday and the Sense Savings Account.

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

Basic Single Credit Transfer, Single Credit Transfer, SCT, and **Osko®** means domestic payments sent or received via the New Payments Platform (NPP).

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 Freedom Card, 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;

Direct Debit means a payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number;

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

eftpos means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366;

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;

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 'Pay Anyone' payment (other than one made using BPAY[®]) made by you to an account of an unintended recipient, because you entered an identifier, BSB, and/or account number that doesn't belong to the intended recipient, as a result of: (a) your error; or (b) you being advised of the wrong identifier, BSB, and/or account number;

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;

POS means point of sale.

Recurring Payment means a payment you have authorised a third party (including a person, company or merchant) to charge your Visa Debit Card or Freedom Card number at set times.

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

Scheduled Payment includes periodical payment, BPAY Payment, or a funds transfer you request us to make at a later date;

Small Business has the same meaning given to it by the Banking Code of Practice.

Terminal means an electronic device (including an ATM, PINpad, cash dispenser unit, POS 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, and any other terms and conditions which apply to your Account.

Visa Debit transaction means:

- a purchase transaction made using your Visa Debit Card where you press the “credit” or “Visa Debit” button at a point-of-sale terminal or you make a Contactless transaction processed through Visa; and
- a transaction where you use the card number to purchase or pay for goods or services over the phone or Internet processed through Visa.

we, us and **our** means Bank of Melbourne – A Division of Westpac Banking Corporation; ABN 33 007 457 141 AFSL 233714 and Australian credit licence 233714 and its successors and assigns;

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 us.

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. 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; or
- (f) when Overdraw Preference feature is disabled on the 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.

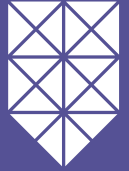
Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques.

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.



Bank of
Melbourne

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 8536 7870 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.

You've got questions. We've got time to talk.

Call 8am to 8pm, Monday to Saturday
(excluding public holidays) on 13 22 66.

 **Bank of Melbourne**