

## **Important changes to your current St.George Bank/Bank of Melbourne/BankSA Consumer Credit Card Conditions of Use Terms and Conditions**

Effective 20 March 2013, St.George Bank, Bank of Melbourne and BankSA will subscribe to the ePayments Code which replaces the current Electronic Funds Transfer Code of Conduct (**EFT Code**). The ePayments Code regulates consumer electronic payments including ATM, EFTPOS, debit and credit card transactions, online payments, internet banking and BPAY®.

As under the EFT Code, the ePayments Code will:

- require subscribers to provide customer disclosures in relation to fees, transaction limits and other terms and conditions;
- require subscribers to give receipts and statements in certain circumstances; and
- provide consumer protection in cases of fraud and unauthorised transactions.

For more information about the ePayments Code, please visit [stgeorge.com.au/tandcchanges](http://stgeorge.com.au/tandcchanges) or [bankofmelbourne.com.au/tandcchanges](http://bankofmelbourne.com.au/tandcchanges) or [banksa.com.au/tandcchanges](http://banksa.com.au/tandcchanges).

To reflect our obligations under the ePayments Code, effective 20 March 2013, the following changes to your current St.George Bank/Bank of Melbourne/BankSA Consumer Credit Card Conditions of Use Terms and Conditions will apply.

### **The Changes are:**

#### **New definitions added in Important Words**

**code** means a PIN, Internet and Phone Banking security number, Internet Banking password and any similar information which may be required to make EFT transactions to or from your Card Account and which the User is required to keep secret.

**device** means an article we give a User to perform EFT transactions.

**EFT account** means an account from or to which you can transfer funds through electronic equipment.

**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.

**identifier** means information that a User knows and must provide to perform an EFT transaction but is not required to keep secret.

**user** means you and the person(s) authorised by you pursuant to these terms & conditions (or other terms & conditions relating to an EFT account) to perform the type of transactions permitted by you.

**Condition 2, the second paragraph is amended to read:**

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

**Condition 7 “Can you record a memory aid for your PIN” insert the following text:**

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

**Condition 8, the heading in the first paragraph is amended to read:  
Lost or stolen cards or PIN revealed or suspected unauthorised transactions**

You must tell us and ensure that an additional cardholder tells us as soon as possible if a card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of your card account or that unauthorised transactions have been made.

**Condition 8, the second last paragraph is amended to read:**

In Australia, 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.

**Condition 11.1, the second last paragraph is amended to read:**

Merchants or other providers of facilities may impose additional limits.

**Condition 11.2, insert the following text:**

Merchants or other providers of facilities may impose additional limits.

**Condition 16(b) is amended to read:**

(b) the account has a zero balance and no amounts have been debited or credited to your card account during the statement period.

**Condition 16(c) is deleted.**

**Condition 16, the fourth paragraph is amended to read:**

All amounts requiring payment are shown on the statement in Australian dollars. You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us, or query an entry on a statement, if possible, before the due date for payment. You can do so by phoning us on 13 33 30 (St.George), 13 13 76 (BankSA) or 13 22 66 (Bank of Melbourne).

**Condition 16, the seventh paragraph is amended to read:**

The timeframe for disputing a transaction may not apply to reporting unauthorised EFT transactions covered by the ePayments Code.

**Condition 24.1 amended to read:**

**24.1 EFT transactions other than Internet and Phone Banking transactions**

This condition 24.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions. Condition 26.23 (St.George and Bank of Melbourne only) applies to Internet and Phone Banking transactions. Your liability for unauthorised transactions by use of a card and that required a manual signature is covered by condition 24.2.

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

Otherwise, your liability for unauthorised transactions where a PIN is required 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 condition 8 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

You are not liable for losses caused by:

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised transactions which occur after you have given us notice as required by condition 8; or

- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and PIN; or
- a card or PIN that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that are able to be made using an identifier without a card or PIN; or
- unauthorised transactions that are able to be made using a card and not a PIN, provided the user did not unreasonably delay in reporting the loss or theft of the card.

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

(a) For losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or

(b) If you have contributed to the unauthorised use because you:

- engaged in fraud; or
- voluntarily disclosed your PIN to anyone, including a family member or friend; or
- indicated your PIN on your card; or
- 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; or
- 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
- left a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM) or;
- acted with extreme carelessness in failing to protect the security of your PIN,

(c) If you have contributed to the unauthorised transaction because you unreasonably delay in notifying us that:

- your card has been lost, stolen or misused; or
- your PIN has become known to someone else,

you will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability of these losses will not exceed the smallest of:

(i) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or

(ii) the funds available in your card account and your linked accounts including any agreed line of credit; or

(iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

(d) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed by using your card and/or PIN. Your liability under paragraph (b) 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 paragraph (b).

(e) 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). Refer also to condition 16 in this context.

**Condition 24.2, the heading and first paragraph is amended to read:  
Liability for manual signature card transactions**

Liability for unauthorised EFT transactions are subject to the ePayments Code and are covered by conditions 24.1, 26.23 (St.George and Bank of Melbourne only) and 27.23 (St.George and Bank of Melbourne only). Liability for unauthorised transactions conducted by use of a card and that require a manual signature are not subject to the ePayments Code and are covered by this condition 24.2.

**Condition 26.11, the last sentence amended to read (St.George and Bank of Melbourne only):**

We tell you in writing if we change these limits. Merchants or other providers of facilities may impose additional limits.

**Condition 26.14 amended to read (St.George and Bank of Melbourne only):**

You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking access methods.

**Condition 26.18, after the last sentence insert the following text (St.George and Bank of Melbourne only):**

Please note liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that code applies, despite your obligations set out above.

**Condition 26.19, the heading and first paragraph is amended to read (St.George and Bank of Melbourne only):**

If your Internet and Phone Banking security number or Internet Banking password is revealed or you suspect unauthorised transactions.

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

**Condition 26.22 amended to read (St.George and Bank of Melbourne only):**

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.

**Condition 26.23(c) onwards amended to read (St.George and Bank of Melbourne only):**

(c) the actual loss incurred before you notify us under conditions 26.19 to 26.22 (inclusive) (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

whichever is the smallest amount.

This condition 26.23 applies equally if an additional cardholder contributed to the unauthorised use or unauthorised transactions in any of the ways listed in this condition.

**You are not liable for losses caused by:**

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by condition 26.19;
- unauthorised transactions before you receive your Internet and Phone Banking security number; or
- any device, identifier or code that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that can be made using an identifier without a device or a code; or
- unauthorised transactions that can be made using a device and not a code, provided the user did not unreasonably delay in reporting the loss or theft of the device.

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). Refer also to condition 16 in this context.

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

(a) For losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or

(b) If you have contributed to the unauthorised use because you:

- engaged in fraud;
- voluntarily disclosed your Internet and Phone Banking security number or Internet Banking password to anyone, including a family member or friend; or
- where a Device is also needed to perform a transaction, kept a record of your Internet and Phone Banking security number or Internet Banking password

(without making any reasonable attempt to protect the security of the Internet and Phone Banking security number or Internet Banking password) with the Device or in a way that it was liable to loss or theft simultaneously with that device; or

- selected an Internet and Phone Banking security number or Internet Banking password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking security number or Internet Banking password and warned of the consequences of doing so; or
- acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking security number or Internet Banking password,

**your liability will not exceed the smallest of:**

(i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking security number has been breached or we are notified of the existence of unauthorised transactions; or

(c) If you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that any applicable device has been lost, stolen or misused or that your Internet and Phone Banking security number or Internet Banking password has become known to someone else you will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

(i) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or

(ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or

(iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

(d) No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 26.

(e) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed using an applicable device or identifier and/or your Internet and Phone Banking security number and Internet Banking password. Your liability under paragraph (b) 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 paragraph (b).

(f) If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this condition only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

**Condition 27.23, the last paragraph is amended to read (St.George and Bank of Melbourne only):**

We will attempt to rectify any such matters in relation to your BPAY<sup>®</sup> Payments in the way described in conditions 27.24 to 27.26. If the ePayments Code applies and a BPAY<sup>®</sup> Payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY<sup>®</sup> Payment will be determined in accordance with condition 26.23. Otherwise, except as set out in conditions 27.24 to 27.26 and condition 27.39 and subject to condition 28.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY<sup>®</sup> Scheme.

**Condition 28.2 (refer condition 26, second paragraph for BankSA Terms and Conditions), the second paragraph is amended to read:**

Notwithstanding anything else in these terms & conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms & conditions except where you should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case our liability is limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.

**Condition 37(a) and (b) (refer condition 35(a) and (b) for BankSA Terms and Conditions) are amended to read:**

(a) at least 20 days' notice in writing of any change to:

- impose or increase charges relating to the issue or replacement of a device or code or for performing an EFT transaction;
- increase your liability for losses relating to EFT transactions; or
- impose, remove or adjust daily transaction limits or other periodic transaction limits applying to EFT transactions, an account or electronic equipment, either by giving it to you personally or by posting it to your latest recorded address;

(b) notice in writing or by newspaper advertisement of any other change to these conditions as required or permitted by law, the Code of Banking Practice or the ePayments Code.

**Condition 38 (refer condition 36 for BankSA Terms and Conditions) is amended to read:**

**Non-St.George Group ATMs**

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use your card in a non-St.George Group branded ATM.

For the purposes of this condition non-St.George Group branded means ATMs that are not branded St.George, BankSA, Bank of Melbourne or Westpac.

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