

## **Important changes to your current St.George Bank/Bank of Melbourne/Bank SA Transaction, Savings and Investment Accounts – accounts no longer offered. Banking Services Terms and Conditions and General Information**

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 Transaction, Savings and Investment Accounts – accounts no longer offered Banking Services Terms and Conditions and General Information will apply.

### **The Changes are:**

#### **Page iii, last paragraph is amended to read:**

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

#### **Condition 2.5 is inserted:**

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

**Conditions 7.3 and 7.4 are inserted:**

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.

**Condition 8.2, insert the following texts at the end:**

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.

**Condition 8.4, is amended to read:**

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so, or query an entry on a statement, by calling 13 33 30 (St.George), 13 13 76 (BankSA) or 13 22 66 (Bank of Melbourne), 24 hours, 7 days a week.

**Condition 9.4, is amended to read:**

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 Otherwise, we are not liable for any amount withdrawn with or without your knowledge or consent from your Account prior to you telling us that your passbook has been stolen, mislaid or lost and where St George has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

**Condition 24.7, is amended to read:**

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

**Condition 24.8, is amended to read:**

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

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

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

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

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

**Condition 24.9, is amended to read:**

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

**Condition 24.10, is amended to read:**

We may cancel any Card and suspend the operation of your Account, on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Situations in which this may occur include:

- (a) we reasonably consider you induced us to issue a Card by fraud; or
- (b) we believe the Card is being used in a way that may cause loss to you or us.

**Condition 24.11, is amended to read:**

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.

**Condition 24.12, is amended to read:**

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.

**Condition 24.13, is amended to read:**

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.

**Condition 26.1, is amended to read:**

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.

**Condition 26.5, insert the following texts at the end:**

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.

**Condition 26.6, the heading and first paragraph is amended to read:  
If you lose your Card or your PIN is revealed or you suspect unauthorised transactions**

26.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card or that unauthorised transactions have been made.

**Condition 26.9, is amended to read:**

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.

**Condition 27.1, is amended to read:**

Clauses 27.2 to 27.10 set out liability for unauthorised EFT Transactions other than unauthorised Internet and Phone Banking (including BPAY<sup>®</sup> transactions). Liability for those transactions is set out in the Internet and Phone Banking Terms and Conditions.

**Condition 27.2, is amended to read:**

You are not liable for unauthorised transactions by use of a Card and PIN if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised transactions by use of Card and PIN will normally be limited to:

(a) \$150;

(b) the balance of the EFT Accounts on which the unauthorised transactions were made and to which you have access by use of your Card and PIN; or

(c) the actual loss incurred before you notify us under clause 26.6 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

whichever is the smallest amount.

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

**Condition 27.3, is amended to read:**

You are not liable for losses caused by:

(a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or

(b) unauthorised transactions which occur after you have given us notice as required by clause 26.6; or

(c) for transactions requiring the use of a Card or Card and PIN, unauthorised transactions before you receive your Card and PIN; or

(d) unauthorised transactions made with a Card or PIN that is forged, faulty, expired or cancelled; or

(e) the same transaction being incorrectly debited more than once to the same account; or

(f) unauthorised transactions that are able to be made using an Identifier without a Card or PIN; or

(g) unauthorised transactions that are able to be made using a Card and not a PIN, provided you did not unreasonably delay in reporting the loss or theft of the Card.

**Condition 27.4, is amended to read:**

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.

**Condition 27.5, is amended to read:**

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.

**Condition 27.6, is amended to read:**

Your liability under clause 27.5 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card and/or PIN or the time we are notified of the existence of unauthorised transactions;
- (b) the funds available in your EFT Accounts including any agreed line of credit;  
or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

**Condition 27.7, is amended to read:**

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.

**Condition 27.8, is amended to read:**

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 became aware (or should reasonably have become aware) of the events described above and the time we were actually notified;

(b) the funds available in your EFT Accounts (including any agreed line of credit);  
or

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

**Condition 27.9, is amended to read:**

You will not be liable under clause 27.5 or clause 27.7 for losses incurred on any accounts which we had not agreed could be accessed by using your Card and/or PIN. Your liability under clause 27.5 is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in clause 27.5.

**Condition 27.10, is amended to read:**

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).

**Condition 27.11, is inserted:**

Liability for unauthorised transactions is subject to the ePayments Code. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are not subject to the ePayments Code and are covered by this clause 27.11.

Clause 26 sets out your obligations for maintaining the security of your Card. Clauses 26.6 to 26.9 set out your obligations if you lose your Card or if your Card is stolen. Please read clause 26 carefully.



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

You are not liable for losses caused by:

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

**Condition 29.2, is amended to read:**

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.

**Condition 31.2, is amended to read:**

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

**Condition 33.9, table, i and iii under point (g) are amended to read:**

- (i) impose or increase charges for the issue or replacement of a Card or Code to perform an EFT Transaction;
- (iii) vary the daily or periodic transaction limits on EFT Transactions, Payment Service or Electronic Equipment.

**New definitions added in Section 6 – Meaning of Words**

“**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;

## **Deleted definition Section 6 – Meaning of Words**

### **“EFT Code”**

## **New definitions added in Section 6 – Meaning of Words**

**“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 you know and must provide to perform an electronic transaction but are not required to keep secret.

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

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