
BANK ACCOUNTS NO LONGER OFFERED

TERMS AND CONDITIONS
(INCORPORATING FEES AND CHARGES)

Effective: 04 May 2022



This document now includes the information that was previously contained in four separate documents:

- St.George Transaction, Savings and Investment Accounts – Accounts no longer offered - Banking Services Terms and Conditions and General Information
- St.George Transaction, Savings and Investment Accounts – Accounts no longer offered - Fees and Charges and how to minimise them
- Bank of Melbourne Transaction, Savings and Investment Accounts – Accounts no longer offered - Banking Services Terms and Conditions and General Information
- Bank of Melbourne Transaction, Savings and Investment Accounts – Accounts no longer offered - Fees and Charges and how to minimise them

This document sets out terms and conditions for the accounts listed in this document, along with general information about our banking services and fees and charges that apply to your account/s. 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.

Information in this document is current as at the date of this document but may change from time to time. We will give you notice of changes as set out in the terms and conditions applying to your account.

Further information about our products and services is available by visiting our website.

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Part A – Terms and conditions applying to your account

Table 1 – Summary of account features and benefits

| Description | Further details | DIY Super Direct Saver Account |
|---|-----------------|--------------------------------|
| Accessing your account through an eligible Linked Account | | |
| Funds at call | Clause 10 | ✓ |
| Internet Banking | | ✓ |
| Phone Banking | | ✓ |
| Branch | | ✓ |
| Periodical payments available to your Linked Account | Clause 11 | ✓ |
| Recurring Payments | | x |
| Direct Debit | | x |
| Visa Debit Card | | x |
| Cheque Facility | | x |
| BPAY | | x |
| Funding your account | | |
| Direct credits | Clause 8 | ✓ |
| Other features and benefits | | |
| Interest paid (Monthly) | Clause 3 | ✓ |
| Statements issued every 6 months | Clause 5 | ✓ |
| Alerts Services | | ✓ |
| Automatic pension crediting | Clause 9 | ✓ |
| Telegraphic Transfer | | ✓ |

Table 2 – Summary of Fees

| Fee Description | DIY Super Direct Saver Account |
|---|--------------------------------|
| Account fees | |
| Account-keeping fee | Nil |
| Transaction fees | |
| Internet Banking <ul style="list-style-type: none"> • A transfer or payment between accounts held with us • A payment from your account to another account held within Australia • Telegraphic Transfers • BPAY Payments. | Nil |

| Fee Description | DIY Super Direct Saver Account |
|--|--------------------------------|
| Phone Banking <ul style="list-style-type: none"> • A transfer or payment between accounts held with us • A payment from your account to another account held within Australia • Telegraphic Transfers • BPAY Payments. | Nil |
| Visa Debit transactions The merchant may charge a fee for Visa Debit transactions as a surcharge for accepting payment by card. Such fees are merchants' fees. | N/A |
| St.George/BankSA/Bank of Melbourne/Westpac ATM (in Australia) <ul style="list-style-type: none"> • a withdrawal or balance enquiry using a BankSA/St.George/Bank of Melbourne/Westpac branded ATM in Australia; or • a transfer using a BankSA/St.George/Bank of Melbourne branded ATM. | N/A |
| Eftpos A transaction undertaken on an electronic funds transfer (eftpos) terminal. | N/A |
| Cheque A withdrawal relating to a cheque drawn on your account. | N/A |
| Staff assisted <ul style="list-style-type: none"> • A withdrawal, transfer or deposit conducted through BankSA/St.George/Bank of Melbourne staff; or • Cashing a cheque at a BankSA/St.George/Bank of Melbourne branch. | N/A |
| Bank@Post™ A withdrawal conducted via Bank@Post. | N/A |
| Free Collections items each month A collection item is a cheque or merchant envelope deposit. | N/A |
| Periodical Payment A transfer of funds that we make on a regular basis at your request from your account to another specific account. | Nil |
| Frequent Statement (per month) An additional statement provided to you. | Nil |
| Collection item A cheque or merchant envelope deposit. | Nil |
| Direct Debit A transfer of funds from your account drawn under a direct debit request you gave another person. | N/A |
| Overseas Withdrawal This fee is charged for a withdrawal of cash conducted outside Australia, including cash withdrawals using an ATM located outside Australia. The fee is charged on the last day of the month in which the transaction occurred and is in addition to any foreign currency conversion fee. | N/A |

| Fee Description | DIY Super Direct Saver Account |
|--|---------------------------------------|
| Foreign Currency Conversion This fee is charged for any transaction that involves the conversion of an amount of foreign currency into Australian Dollars. The fee is charged at the time the transaction is processed to your account. The fee will be shown on your account statement separately to the transaction amount. | N/A |
| St.George/BankSA/Bank of Melbourne ATM Mini transaction history A list of recent transactions using a BankSA/St.George/Bank of Melbourne branded ATM. | N/A |

Using your account

1 General

- 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.

2 Providing us with your Tax File Number (TFN)

- (a) When you open an account that earns interest, you'll be asked to provide your TFN. We are authorised under the *Income Tax Assessment Act 1936* to collect TFNs of account holders.
- (b) For joint accounts, a minimum of two TFNs from the account holders is required. For accounts in trust for someone else (such as your child or children) you should quote your own TFN. If a formal trust has been established, you can quote the trust's TFN.

What happens if I don't provide my Tax File Number?

It is not compulsory to provide a TFN in relation to an account. However, if you choose not to provide your TFN, we may be required by law to deduct tax at the highest marginal tax rate plus the Medicare Levy from interest earned on the account. If you are exempt from providing a TFN, let us know the type of exemption applicable to the account so that we will not deduct tax from interest earned on the account.

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.
- 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 Adjustment of debits and credits to your account

- 4.1 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.

4.2 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).

4.3 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.

4.4 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.

Transaction processing

4.5 Transaction processing times will vary depending on the transaction type. For processing and cut-off times for Internet and Phone Banking refer to the separate terms and conditions available on our website. For branch and ATM transactions, contact us using the details on the back of this document.

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

When we may delay or refuse transactions

4.6 These measures may be taken where we have reasonable grounds to believe that:

- a transaction breaches Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Internet Banking and/or card is being used fraudulently or in a way that might cause you or us to lose money.

We may take these measures for as long as we reasonably need to investigate the transactions. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country);
- that involves a payment to, from or through a Sanctioned Jurisdiction;
- you will not access or use your Internet Banking in a Sanctioned Jurisdiction; and
- the underlying activity for which any product or Internet Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations and to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

5 Statements of account

- 5.1 If there are no transactions posted to your account in a statement period, your statement will be deferred to the next statement cycle. However, a statement will always be issued at least every six months, even if there have been no transactions posted to the account during this period. You can choose to have your statement more frequently by calling us or visiting a branch. We may cease mailing statements to you if, after taking reasonable steps, we are unable to locate you.
- 5.2 Records of recent transactions on your account are available from Internet and Phone Banking or by:
- visiting any branch;
 - calling us;
 - visiting our website.

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.

6 DIY Super Direct Saver accounts

- 6.1 You must nominate an eligible “at-call” account held with us or another financial institution in Australia. A Linked Account is required for the transfer of funds to and from your account. Contact us to find out whether an account may be a Linked Account.
- 6.2 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.
- 6.3 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).
- 6.4 Where the Linked Account is held at another financial institution 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).
- 6.5 We may impose a limit on the number of DIY Super Direct Saver accounts that may be linked to a Linked Account.
- 6.6 You may ask us to change your Linked Account by visiting our website or by calling us.
- 6.7 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).
- 6.8 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.

You may set up, change or cancel an Automatic Savings Plan by visiting our website or by calling us.

7 Deposits

- 7.1 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.
- 7.2 We may refuse to accept any deposit.

8 Direct Credits/Salary Payments

8.1 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.

8.2 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.

9 Automatic pension crediting

9.1 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.

10 Withdrawals

10.1 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.

10.2 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.

10.3 We may not allow any withdrawals from your account if we cannot locate you after having made reasonable efforts to do so.

10.4 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.

Overdrawing your account

10.6 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 scheduled payment, direct debit, 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.

10.7 We are under no obligation to allow a transaction to overdraw your account.

10.8 If we do allow you to overdraw your account:

- (a) we may charge you an overdrawn 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

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 within a period of 20 days. Accordingly you must by the end of that 20 day period, return the account to a positive balance (or any other limit previously agreed with us) otherwise you will be in default; and

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- (d) if you are in default we may give you written notice allowing you a reasonable time (being not less than 30 days) to repay the overdrawn amount, failing which legal action may be taken against you to recover the amounts owed to us;
 - (e) you agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.
- 10.9 If you overdraw your account, we do not have to set off the amount overdrawn against any credit balance in another of your accounts.

11 Periodical Payment terms and conditions

- 11.1 Periodical payments can be set up to transfer funds on a regular basis from your account to your Linked Account held with us or another financial institution in Australia. It may take up to 6 days for us to process and establish a periodical payment authority.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 We may debit your account for any fees or charges passed on to us by another financial institution as a result of a periodical payment.
- 11.6 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.
- 11.7 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.

Account maintenance

12 Account combination

When we combine your accounts

- 12.1 If you overdraw your account into negative balance or beyond your formal overdraft arrangement, we may automatically combine your accounts (e.g transfer sufficient money which is kept in any other account with us that is held in your name to clear the debt). See 'Overdrawing your accounts' for more information on when your account can become overdrawn.
- 12.2 We may also transfer money kept in your deposit account to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred the money will be reduced by the amount used for this purpose.
- 12.3 If we exercise our right to combine accounts, we will notify you promptly using the contact details shown in our records. You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

13 Joint accounts

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

14 Authority to Operate

- 14.1 You may nominate a person to operate on your account by completing an 'Authority to Operate' form available at any branch.
- 14.2 We will not allow a person to operate on your account until their identity has been verified in accordance with our identification procedures.
- 14.3 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).
- 14.4 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.

14.5 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) making withdrawals;
- (b) closing your account;
- (c) authorising periodical payments and direct debits;
- (d) using electronic and other means to access your account; and
- (e) signing and cancelling cheques (if applicable).

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).

14.6 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.

14.7 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.

14.8 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

14.9 If we are notified of a dispute about an Authority to Operate, or the owner or owners of an account or a third party claim is made known to us, we may refuse to allow operations on your account until all parties concerned have signed any authority we require.

14.10 You consent to us giving any person authorised to operate on your account information about your account.

14.11 In certain circumstances, acting reasonably, we may remove the authority to operate of anyone authorised to operate your account and/or your authority to operate any account due to unsatisfactory conduct (including that of the authorised signatory) or for any other reason we deem appropriate, such as if we believe allowing the authority to remain on your account may cause loss to you or us.

15 Converting accounts

15.1 You may request us to convert your account to a different product type.

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.

15.2 We may choose to convert your account to a different product type, or to change the features available for your account. We will give you notice if we choose to convert your account (see clauses 35 and 36).

15.3 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).

16 Closing an account

16.1 You or any other authorised person can close your accounts at any time simply by asking at any branch. Most accounts can also be closed by calling Phone Banking.

Another financial institution may close your accounts on your behalf. You must repay any amount owing in relation to your account before we will agree to close your account.

16.3 We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you (and, we may also notify the authorised signatory/signatories) due to unsatisfactory conduct or for any other reason we deem appropriate such as:

- where your account is designed for domestic or personal use by you as a personal customer and is being used for business purposes.

In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:

- you do not provide us with any document or information we reasonably request from you;
- we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), or to comply with our regulatory and compliance obligations and manage associated risk.

Upon closing the account for the above reasons we will pay you the net credit balance of the account (e.g. by providing you a bank cheque).

16.4 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.

17 Inactive accounts

If your account becomes inactive we may close your account without any notice to you.

Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous three month period; and
- the balance of your account is nil or in debit without any arrangements.

18 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).

Payment Services

19 Liability for unauthorised transactions

- 19.1 Liability for unauthorised Internet and Phone Banking (including BPAY) transactions is set out in the Internet and Phone Banking Terms and Conditions.
- 19.2 You are not liable for losses caused by:
- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
 - (b) unauthorised transactions which occur after you have given us notice as required by clause 30.6; or
 - (c) the same transaction being incorrectly debited more than once to the same account; or
 - (d) unauthorised transactions that are able to be made using an Identifier without a card or PIN.

When you will be liable

- 19.3 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.
- 19.4 You will be liable for actual losses resulting from an unauthorised transaction if you have contributed to the unauthorised use because you engaged in fraud.

Part B – Understanding fees and charges

Explaining fees and charges

20 General

- 20.1 Unless stated otherwise, the fees and charges set out in Table 2 at the start of this document become payable at the time the transaction they relate to is carried out, and are debited on the last Business Day of the month in which the fee or charge becomes payable.
- 20.2 From time to time, we may waive fees normally payable on your account. We usually tell you the period for which any fee waiver applies.
- 20.3 Where we do not charge a fee that we are entitled to charge, this will not constitute a waiver of our right to charge that fee.

21 Customers with a disability

- 21.1 Customers who rely on branch services because a disability prevents them from using electronic services may apply to be exempt from paying certain transaction fees.
- 21.2 At any one time, a customer can only have one account with transaction fees waived on this basis.
- 21.3 Customers who feel that they meet this criteria must apply at a bank and provide proof of eligibility (for example, a Disability Support Pension card).

22 Government charges on accounts

- 22.1 Statutory government charges may apply to your account from time to time.
- 22.2 If any government charges apply to your account, they are charged directly to your account in accordance with the Terms and Conditions applying to the account.
- 22.3 If you do not provide your Tax File Number, we are required to deduct withholding tax from any interest payable to you and forward it to the Australian Government.

23 Fees for services relating to accounts

23.1 Unless noted otherwise, all fees and charges for the following account services are debited to your account at the time the transaction or event occurs.

| Account service | Amount |
|--|--|
| Overseas telegraphic transfer (plus applicable overseas bank charges) • Requested using Internet Banking | \$10 per transfer in foreign currency \$20 per transfer in Australian Dollars |
| Cancellation and return of funds (plus overseas bank charges) • Requested using Internet Banking | \$25 |
| Trace on telegraphic transfer (plus overseas bank charges) • Requested using Internet Banking | \$25 |
| Dishonour Fee (periodical payments, direct debits and outward cheques) | Nil |
| Overdrawn Fee payable for each day that a transaction overdraws your account or increases the amount already overdrawn, is a withdrawal against uncleared funds, or exceeds the available funds in the account at the time of the transaction. | \$15 |
| Alerts Services • SMS Alert Fee (Usage Fee applying per SMS to all SMS Alert Services) • Email Alert Fee | Nil Nil |
| Trace and Recall fee payable per trace or recall when you request a trace or recall on an electronic third party transfer or BPAY transaction | \$16 |
| Inward telegraphic transfer (plus overseas bank charges) • Pension paid to a nominated Retirement Access Plus account • Otherwise credited to an account • All other Inward telegraphic transfers | Nil \$12 \$38 |
| Garnishee fee • Supreme Court • District • Local Court | \$20.50 \$20.50 \$14 |
| Multiple credits (includes payroll credits). Payable per credit: • Cheque drawn on your account • Cheque drawn on other institution per credit | \$1.50 \$5 |

Charges for special services

24 Fees for general banking services

24.1 The following fees and charges are payable for banking services that are not related to your account. Unless noted otherwise, all fees and charges for the following special services are debited to your account at the time the transaction or event occurs.

| Payment Services | |
|---|---|
| Bank Cheque (staff assisted) <ul style="list-style-type: none"> • Payable for the issuance of a bank cheque, or a bank cheque replacement if the amount of the cheque is changed. (Fee does not apply when cheque is drawn directly from a Fixed Term account in customer's name within 14 days of the account maturing) | \$10 |
| Deposit/transfer to another financial institution other than a direct debit (you must provide a deposit slip provided by the other financial institution). <ul style="list-style-type: none"> • Customer • Non-customer | Nil Nil |
| Real Time Gross Settlement (RTGS) fee per successful transfer | \$35 |
| Trace on Real Time Gross Settlements | \$27 |
| Bill Payment/transfer to other account when request made by phone or fax | \$5.40 |
| Bills for Collection – closing an account on advice from other bank | \$5.40 |
| Coin Handling fee Customers: <ul style="list-style-type: none"> • Sorted and Bagged • Unsorted and Unbagged Non-Customers: <ul style="list-style-type: none"> • Sorted and Bagged • Unsorted and Unbagged | Nil Not accepted 6% of amount Not accepted |
| Change supplied (per bag/roll) | \$0.50 (min \$2) |
| Card Services Card replacement (sent to an address within or outside Australia) | Nil (courier costs may apply) |
| Document Requests (charged per voucher request) | |
| Search Fee A search fee applies to all businesses, trading names or companies opening an account, or to confirm any changes in name, directorship or structure. Where multiple searches are required, then the fee is charged per search. | \$50 |
| Duplicate Visa voucher | \$10.50 |
| Copy of deposit or withdrawal slip | \$15 |
| Copy of personal or bank cheque after it has been presented | Nil |
| Duplicate account statement | Nil |

| Other Services | |
|--|---|
| Certificate of account balances (per certificate) | Nil |
| Audit Certificate • (refer to Miscellaneous Service Fee) | |
| Bank Guarantee Maintenance fee (charged half-yearly in advance – min \$60) | 0.75% of guaranteed amount |
| Miscellaneous Service fee Other than: • Trace of personal or bank cheque after it has been presented (Cheque copy must be obtained first) • Over-the-counter statement | \$65/hr (min \$32.50) \$35 per item Nil |
| Personalised deposit book | Nil |
| Fees Applicable to Privacy Access Requests | |
| Category On Access Request Form | Applicable Fee |
| Name/Address Personal Details | Nil |
| Card Personal Details | |
| Account Information | |
| Loan Credit Information Details | |
| Personal Correspondence Details | |
| Other | |
| Bank Draft Services | |
| Issue of bank draft (regardless of currency or amount) | \$25 |
| Repurchase (when draft is presented over counter) | \$20 |
| Replacement/stop payment/amendment/refund of bank draft (plus overseas bank charges) | \$38 |
| Advise fate/trace on a bank draft (plus overseas bank charges) | \$27 |
| Overseas Services | |
| Overseas telegraphic transfer (plus overseas bank charges) • Staff assisted | \$32 |
| Amendment to payment details (plus overseas bank charges) • Staff assisted • Call centre staff assisted | \$21 \$15 |
| Cancellation and return of funds (plus overseas bank charges) • Staff assisted | \$32 |
| Trace on telegraphic transfer (plus overseas bank charges) • Staff assisted | \$27 |

Part C – Other important things to understand

General terms

25 Deposits

- 25.1 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.
- 25.2 You may request us to specially clear a cheque you have deposited into your account.
- 25.3 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.
- 25.4 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.
- 25.5 If you make a deposit at a St.George, BankSA or Bank of Melbourne branded Smart ATM, the amount of your deposit is subject to verification by us. The amount validated by the ATM then agreed by the depositor is the amount that will be credited to your account.

When depositing into a St.George, BankSA or Bank of Melbourne branded Smart ATM:

- cash deposits are credited to your account on that day*;
- cheque deposits are credited to your account that day but are not available for withdrawal until all funds have been cleared.

If you make a deposit at a St.George, BankSA or Bank of Melbourne branded online Coin Deposit Machine (CDM) the amount of your deposit is subject to verification by us. The amount validated by the online CDM is the amount that will be credited to your account. When depositing coins into a St.George, BankSA or Bank of Melbourne branded online CDM coin deposits are credited to your account on the day* the deposit is made.

Within any 24 hour period, a deposit limit may apply to the cash that can be deposited at a Smart ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For Smart ATM and CDM cash deposit limits, processing and cut off times visit our website and search 'Our ATM' or visit your local branch.

*Processing and cut off times will vary depending on the time of day the cash deposit is made.

- 25.6 You can make deposits by posting a cheque to our address set out in your account statements.

26 Deposits in foreign currencies

- 26.1 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.

27 Direct debit terms and conditions

- 27.1 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.
- 27.2 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. We are unable to accept a request to stop a payment made under a direct debit arrangement after we have debited the payment from your account.

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- 27.3 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.

We may debit your account for any fees or charges passed on to us by another financial institution as a result of a direct debit.

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.

- 27.4 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.

28 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.

29 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.

30 Security of your card and PIN

- 30.1 Where you have a card with us, 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.

- 30.2 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.

- 30.3 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.

- 30.4 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;

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- (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.

30.5 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

- 30.6 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.
- 30.7 You may notify us by calling us. 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).
- 30.8 If you do not notify us you may be liable for unauthorised use – see clause 31.
- 30.9 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.

31 Liability for unauthorised EFT transactions

- 31.1 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 30.6 (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.
- 31.2 You are not liable for losses caused by:
 - (a) for transactions requiring the use of a card or card and PIN, unauthorised transactions before you receive your card and PIN; or
 - (b) unauthorised transactions made with a card or PIN that is forged, faulty, expired or cancelled; or
 - (c) 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

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

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- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (b) indicated your PIN on your card;
 - (c) 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;
 - (d) 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;
 - (e) 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 acted with extreme carelessness in failing to protect the security of your PIN.

31.4 Your liability under clause 31.3 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.

31.5 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.

31.6 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.

31.7 You will not be liable under clause 31.3 or clause 31.5 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 31.3 is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the deposits ways described in clause 31.3.

31.8 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).

31.9 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 31.9. Clause 30 sets out your obligations for maintaining the security of your card. Clauses 30.6 to 30.9 set out your obligations if you lose your card or if your card is stolen. Please read clause 30 carefully.

If you do not meet the obligations in clauses 30.1 to 30.5, 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 30.6;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to the same account.

32 Using a Terminal

32.1 When you use a card or card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal.

32.2 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 document, and are available by visiting our website.

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.

32.3 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.

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- 32.4 Money is at your risk when it becomes visible or available to you at an ATM.
 - 32.5 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.
 - 32.6 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.
 - 32.7 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.

33 Electronic banking system malfunction

- 33.1 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.
- 33.2 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.
- 33.3 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).

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 are 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.
- 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.

We may also make any other changes to the terms and conditions without your consent at any time:

- as a result of any change or anticipated change in:
 - circumstances relating to the account or product or service such as, for example, changes in technology or our systems or procedures or product mix or changes to the risks of, or the features or benefits of, the account or product or service; or
 - our structure or financial position, including our cost of funds and liquidity; or
 - industry, market or best practice; or
- for prudential reasons; or
- if we reasonably think the change should be made:
 - to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code of guidance; or
 - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member; or
 - to correct errors, inaccuracies or ambiguities; or
 - to streamline the administration of the account or product or service; or
 - on the basis that it is impractical for us to continue without the change; or
 - for reasons of security; or
- to make them clearer or simpler.

| Type of change or event | Notification we will give you |
|---|---|
| <p>A. If we:</p> <p>(a) introduce a new fee or charge (other than a government fee or charge, see clause 36.6); or</p> <p>(b) increase any fee or charge (other than a government fee or charge, see clause 36.6); or</p> <p>(c) change the method of calculating interest; or</p> <p>(d) change the frequency that interest is debited or credited; or</p> <p>(e) change the minimum balance to which the account-keeping fee applies; or</p> <p>(f) change the balance ranges within which interest rates apply to your account; or</p> <p>(g) in relation to an EFT Transaction:</p> <p>(i) impose or increase charges for the issue or replacement of a card or Code to perform and EFT Transaction;</p> <p>(ii) increase your liability for losses relating to EFT Transactions; or</p> <p>(iii) vary the daily or periodic transaction limits on EFT Transactions, Payment Service or Electronic Equipment.</p> | <p>At least 30 days before the change takes effect.</p> |
| <p>B. If we make any other change 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 can do this through Internet Banking or by calling us. You must promptly inform us of any change to your name or address. Please also notify us of any change to your legal status (including any change of name, bankruptcy or, if applicable, de-registration, winding up, dissolution or any analogous event). Depending on the nature of the change, we may ask that you provide us with further information. 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 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 need not give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of our systems or your account.
- 36.9 We may require any request from you to be in writing, and in a form acceptable to us.

Where Alerts Services are available for your account, you can set up an Alerts Service for that account using Internet Banking (including Mobile Banking). Once you are set up, we will provide you with information about your account by SMS or email or any other method of transmission as agreed between you and us to your electronic equipment.

The provisions relating to Alerts Services is set out in the Internet and Phone Banking terms and conditions.

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.
- You can obtain a copy of the Privacy Policy by:
- visiting any branch;
 - calling us;
 - visiting our website
- 37.3 You agree that we may disclose to a Related Entity:
- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
 - (b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to. Please refer to the General Descriptive Information at the end of this document for information about how you may tell us not to disclose information.

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- 37.4 We, or any Related Entity to whom we disclose information pursuant to clause 37.3, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity's businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 37.5 You agree that we may disclose information about you in those cases where the *Privacy Act 1988* (Cth) permits disclosure of such information.
- 37.6 If your account is in more than one person's name or if there are additional card holders, you agree that each person may use your account and have access to information about your account without your or any additional card holder's consent.
- 37.7 You may ask us to provide you with our record of your personal information, your accounts held with us, and statements relating to those accounts. We will charge you our reasonable costs of supplying this information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 37.8 Unless you request us not to do so, we will use your personal information to contact you or send you information about other products and services offered by the Related Entities or its preferred suppliers. Please call us or visit any of our branches if you do not wish to receive marketing communications from us.
- 37.9 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of, or contractors to us or the Related Entity. Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

38 Foreign Tax Residents

- 38.1 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.

39 Feedback and Complaints

Delivering on our service promise

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right. Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us:

| If you're a St. George customer | If you're a Bank of Melbourne customer |
|--|---|
| <p>Over the phone</p> <p>Please call us from anywhere in Australia on 13 33 30. If you are overseas, please call +61 2 9155 7800</p> <p>By post</p> <p>St. George Customer Solutions, Reply Paid 5265, Sydney NSW 2001</p> <p>In branch</p> <p>If you prefer to tell us in person, go to our website to locate your nearest branch.</p> <p>Online</p> <p>Using the secure feedback form at eforms.stgeorge.com.au/olfmu/eforms/ConsumerFeedback/#/welcome</p> | <p>Over the phone</p> <p>Please call us from anywhere in Australia on 13 22 66 If you are overseas, please call +61 3 8536 7870</p> <p>By post</p> <p>You can write to us at: Bank of Melbourne Customer Solutions, Level 5, 150 Collins Street, Melbourne VIC 3000</p> <p>In branch</p> <p>If you prefer to tell us in person, go to our website to locate your nearest branch.</p> <p>Online</p> <p>Using the secure feedback form at https://eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome</p> |

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

40 Agencies

- 40.1 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.
- 40.2 We may pay commissions and make other payments to agents in relation to the banking services the agents perform.

41 Appropriate use of our services

- 41.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 41.2 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 (for example, we may block or place a stop on your card if any account the card is linked to is transacted on in such a way that we suspect fraudulent use of your card). 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.

42 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.

43 GST

- 43.1 We tell you if any fees we charge you are GST inclusive.
- 43.2 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.
- 43.3 We will tell you of any additional GST amount you must make on a payment.

44 Assignment

You cannot assign your rights under the Terms and Conditions.

45 Australian Government's Financial Claims Scheme

If you have a deposit account with us, you may be entitled to a payment under the Financial Claims Scheme (FCS) in certain circumstances. The FCS is run by the Australian Government to protect customer bank account deposits held in Australian Authorised Deposit-Taking Institutions. Payments under the Financial Claims Scheme are limited for each customer. You can find out more information about how the FCS limit is applied by visiting our website and searching Financial Claims Scheme. You can also obtain more information about the FCS at www.fcs.gov.au.

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.

Bank@Post™ includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

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

Banking Service means any account or Payment Service to which these terms and conditions apply.

branch includes any St.George or Bank of Melbourne branch.

Business Day means a day we are open for business, but does not include Saturday (unless otherwise specified in these Terms and Conditions), Sunday or any national 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 St.George or Bank of Melbourne Credit Card.

CDM means any authorised Coin Deposit Machine in selected branches where you can use your Card and PIN to deposit coins.

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.

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 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.

Smart ATM means any authorised automatic teller machine that accepts deposits;

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;.

we or us or the Bank means St. George Bank and Bank of Melbourne – Divisions 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 and Melbourne.

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

Part D – General descriptive information

The following general descriptive information is for the guidance of our customers. This Part D 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.

Privacy

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

- visiting any branch;
- calling us;
- visiting our website.

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".

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, or by using Internet and Phone Banking. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

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);
- (e) a court order has frozen your account; or
- (f) when Overdraw Preference feature is disabled on the account.

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 upon request.
- (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 may charge you a fee for the issue of a bank cheque, or change of amount for an existing bank cheque.

Contact us

St. George

Phone: 13 33 30 – call centres are open 8am – 8pm, Monday – Saturday from anywhere in Australia;

Visit: at any of our branches in person;

Online: stgeorge.com.au/contact-us/email-customer-relations – using our secure feedback form to provide feedback, share your suggestions, or provide a complaint or compliment; or

Mail: Reply Paid 5265, Sydney NSW 2001, Australia.

Bank of Melbourne

Phone: 13 22 66 – call centres are open 8am – 8pm, Monday – Saturday from anywhere in Australia;

Visit: at any of our branches in person;

Online: bankofmelbourne.com.au/contact-us/email-customer-relations – using our secure feedback form to provide feedback, share your suggestions, or provide a complaint or compliment; or

Mail: Reply Paid 5265, Sydney NSW 2001, Australia



