



**Broken Hill**<sup>®</sup>  
Community Credit Union

**BHCCU LTD**  
**ACCOUNT & ACCESS FACILITY**  
Conditions of Use

**Date taking effect: 1<sup>st</sup> July 2014**

The Broken Hill Community Credit Union Ltd Account and Access Facility is issued by:  
The Broken Hill Community Credit Union Ltd  
ABN: 12 087 650 762  
Australian Financial Services Licence: 238020

## How To Contact Us

- Mail:** The Broken Hill Community Credit Union  
PO Box 294  
Broken Hill NSW 2880
- Phone:** (08) 8088 2199
- Fax:** (08) 8087 6730
- Email:** send your enquiry via our website
- Web:** [www.bhccu.com.au](http://www.bhccu.com.au)
- Visit us:** our branch is located at 2 Chloride Street, Broken Hill.

## To report the loss, theft or unauthorised use of your access card

- in Australia;  
  
During business hours contact the Credit Union on (08) 8088 2199 or after business hours call our 24 hour a day card Hotline on 1800 224 004 (toll free)
- Overseas  
  
Please contact us before you travel overseas for the current VISA hotline arrangements.

To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in **How To Contact Us**.

## Customer Owned Banking Code of Practice

We warrant that we will comply with the Customer Owned Banking Code of Practice.

Customer owned banking delivers member-focused, competitive retail financial services – outstanding services and fairer fees. Credit unions, mutual banks and mutual building societies exist to serve their members, not simply to drive high profits for external shareholders.

The Customer Owned Banking Code of Practice is the public expression of our commitment to these fundamental principles – a legal and moral commitment to delivering on our promises to our customers.

### Our 10 Key Promises to you are

1. We will be fair and ethical in our dealings with you
2. We will focus on our customers
3. We will give you clear information about our products and services
4. We will be responsible lenders
5. We will deliver high customer service standards
6. We will deal fairly with any complaints
7. We will recognise member rights as owners
8. We will comply with our legal and industry obligations
9. We will recognise our impact on the wider community
10. We will support and promote this Code of Practice

You can download a copy of the Customer Owned Banking Code of Practice here;  
<http://www.customerownedbanking.asn.au/consumers/cobcop>

**ePayments Code of Conduct**

We are a subscriber to the ePayments Code, and warrant that we will comply with this Code.

**Privacy**

We have a privacy notice that sets out:

- Our obligations regarding confidentiality of your personal information; and
- How we manage your personal information

We will give you the privacy notice whenever we request personal information from you. It is always available on request.

**How our Conditions of Use become binding on you**

**Please note that by opening an account or using an access facility you become bound by these Conditions of Use.**

**Accessing copies of the Conditions of Use**

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download our current Conditions of Use from our website at [www.bhccu.com.au](http://www.bhccu.com.au)

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## What is the Broken Hill Community Credit Union Account and Access Facility?

The Broken Hill Community Credit Union Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as these facilities for accessing accounts:

- rediCARD
- Visa Debit Card
- member chequing
- BPAY®
- Internet Banking, Phone Banking and Mobile Banking
- EFTPOS and ATM access
- direct debit requests
- Periodical Payments

Please refer to the *Summary of Accounts* brochure for available account types, the conditions applying to each account type and the access methods attaching to each account type.

## Opening an account

You will need to become a member of the Credit Union before we can issue the Broken Hill Credit Union Account and Access Facility to you. To become a member, you will need to:

- complete a membership application form; and
- subscribe for a member share in the Credit Union.

## Provide Proof of Identity

The law requires us to verify your identity when you open an account or when you become a signatory to an account.

In most cases you can prove your identity by providing us with one of the following photo identity documents;

- a photo drivers licence
- an Australian current passport or one that has expired within the last 2 years;
- a State or Territory photo ID proof of age card;
- a passport issued by a foreign government, the United Nations or a UN agency;
- a national ID card, with photo and signature, issued by a foreign government, the United Nations or a UN agency.

If you do not have photo ID please contact us to discuss what other forms of identification may be acceptable.

The law does not allow you to open an account using a false name. A false name is any name other than a name you are commonly know by. If you are commonly known by more than one name you must give us all the names that you are commonly known by.

The same rules apply to becoming a signatory to an existing account.

If you change your name, for example, upon marriage, you will need to give us a change of name statement. We will give you guidance on how to go about this.

Special provisions apply to children's accounts and company accounts.

## Accounts

When we issue you with the Broken Hill Community Credit Union Account and Access Facility, you have access to the S1 Access Account. You can then activate other accounts upon request. Please refer to the *Summary of Accounts* brochure for different account types available, conditions, features and benefits of each account type.

## Fees and Charges

Please refer to the *Fees & Charges Schedule, located within the Relationship Rewards schedule* for current fees and charges. We may vary fees or charges from time to time.

We will debit your primary operating account for all applicable government taxes and charges.

## Interest Rates

Our Interest Rates brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary deposit or savings interest rates from time to time however, interest rates on term deposit accounts remain fixed for the agreed term of the deposit.

Our *Interest Rate* brochure discloses how we calculate and credit interest to your account.

## Tax Implications for Savings and Investment Accounts

Interest earned on an account is income and may be subject to income tax.

If you do not provide us with your tax file number, we will deduct tax from your interest earned at the highest personal income tax rate.

For a joint account, each holder must quote their tax file number and/or exemptions, otherwise withholding tax applies to all interest earned on the joint account.

Businesses need only quote their ABN instead of a TFN.

## Joint Accounts

### Special Terms

**Credit Balance** – the credit balance of a joint account is held jointly by all account holders. Each account holder has the right to all of the balance jointly with the other account holders.

**Survivorship** – if a joint account holder dies, the remaining account holder holds the credit balance and if more than one, those remaining account holders hold the credit balance jointly.

**Authority/Disputes** – a joint account holder may only make a withdrawal on the terms of any authority to operate on the account. If there is any dispute notified to us between joint account holders, we may decide to only permit operation on the account when all parties have signed the necessary authority.

**Joint and Several Liability** – each joint account holder is liable for the whole of any debit balance on the account. We reserve the right to sue all or any account holder for an amount owing on the account.

**Cheque Payees** – we may accept a cheque into a joint account which is payable to any one or more of the joint account holders.

**Method of Account Operation** – the New Accounts and Services Application form will state the method of operation for the account. This may be:

- any account holder to sign; or
- all account holders to sign; or
- another method which you specify and which is acceptable to us.

**Electronic Access** – rediCARD, Visa Debit Card, Phone Banking & Internet Banking access are only available on joint accounts where the method of operation is 'either or any to sign'.

**Duration** – The method of operation of an account will remain in force until we receive written notice of cancellation or written notice of the death of an authorised person and that written notice is processed by us. Notice of cancellation must be signed by all surviving account holders. We may require a new authority before we allow further operation on the account.

**Identity** – we will not allow a person to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering and Counter-Terrorism Act 2006 (AML/CTF Act) and any other identification procedures we require.

**Liability** – we are not liable for any loss or damage caused to you by persons authorised to operate on your account, except where it arises from fraudulent conduct by our employees or if we are liable under statute or the EFT Code. We are not liable for any loss or damage caused by any delay in processing a cancellation of an authority to operate.

**Account Signatories** – you may authorise a person, who is not an account holder, to operate on your account by signing an Additional Signatory Information authority. If account is joint, all parties must authorise this. By signing this authority you instruct us to allow a person to:

- conduct transactions on your account
- obtain information about your account (eg: statements)
- have Access Card access to your account (dependant on the method of operation of the account)
- cancel a Member Cheque (subject to the method of operation of the account)

This authority does **not** extend to:

- opening or closing savings and investment accounts; and
- authorising, altering or cancelling payment services; and
- cancelling payment of corporate cheques, which must be authorised by the account holder/s only.

### **Third Party Access**

You can authorise us at any time to allow another person to transact on your accounts. However, we will need to verify this person's identity before they can access your account.

An authorised person operates on all the accounts you have access to under the Credit Union Account & Access Facility. You are responsible for all transactions your authorised person carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

You may revoke the authorised person's authority at any time by giving us written notice.

## Trust Accounts

You can open an account as a trust account. However:

- we are not taken to be aware of the terms of the trust;
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

## Making Deposits to the Account

You can make deposits to the account:

- by cash or cheque at our office
- by direct credit e.g. from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- by transfer from another account with us
- by transfer from another financial institution
- by cash or cheque at selected ATMs, if your account is linked to a VISA Debit card or rediCARD: See EFT Conditions of Use: page 14.

unless otherwise indicated in the *Summary of Accounts* brochure..

## Depositing Cheques Drawn on Australian Banks

You can only access the proceeds of a cheque when it has cleared. This usually takes five (5) business days.

## Withdrawing or Transferring from the Account

You can make withdrawals from the account:

- over the counter at our office
- by direct debit
- by member cheque, if your account is linked to a member cheque book
- via telephone, internet banking or mobile banking
- via BPAY® to make a payment to a biller
- at selected ATMs, if your account is linked to a VISA Debit Card or rediCARD
- via selected EFTPOS terminals, if your account is linked to a VISA Debit Card or rediCARD (note that merchants may impose restrictions on withdrawing cash)

unless otherwise indicated in the *Summary of Accounts* brochure.

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

## Account Withdrawal and Access Limits

We may not allow a withdrawal unless we have proof of identity of the member making the withdrawal which is acceptable to us.

You may withdraw up to a maximum of \$2,000 cash per Membership per day at the Credit Union branch. Cash withdrawals require written authorisation from the account holder. If you require a larger amount you must give 24 hours advance notice (verbal or written) to the Credit Union.



Third Party Withdrawals - Written authorisation is required from the member for a third party to conduct a cash/cheque withdrawal at the Credit Union.

Please check the *Summary of Accounts* brochure for any restrictions on withdrawals applying to certain accounts

### **Overdrawing an Account**

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and EFT transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees & Charges schedule, located within the Relationship Rewards schedule*.

Alternatively, we can honour the transaction and overdraw your account at our discretion.

If your account becomes overdrawn for any reason, immediate repayment is required and we may charge you a fee and interest on the overdrawn amount, as well as any legal fees we incur in obtaining the amount from you.

### **Account Combination**

We reserve the right to appropriate the credit balance of any of your accounts towards repayment of a debt that you may owe us on any other savings accounts. We will notify you promptly after doing so.

### **Statements**

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees & Charges schedule, located within the Relationship Rewards schedule*.

You agree to notify us without delay of any change of address or any errors or unauthorised transactions on your statement.

We recommend that you check your account statement as soon as you receive it and immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* on page 2 for our contact details.

### **Dormant Accounts**

If no transactions are carried out on your membership for at least three (3) years (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply we will treat your account as dormant.

Once your membership becomes dormant, we may:

- charge a dormancy fee;
- stop paying interest or reduce the amount of interest.

If your membership remains dormant for a minimum of three (3) years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money. For more information refer to the Banking Act 1959, unclaimed monies, section 69.

## Closing Accounts and Cancelling Access Facilities

You can close the Broken Hill Community Credit Union Account and Access Facility at any time. However, you will have to surrender your member cheque book and any access card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, EFT transactions and fees, if applicable.

You can cancel any access facility on request at any time.

We can:

- close the Broken Hill Community Credit Union Account and Access Facility in our absolute discretion by giving you at least 14 days notice and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach these Conditions of Use.

## Notifying Changes

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how we will notify you of any change.

Type of Change	Notice
Adding a new fee or charge	20 days
Increasing an existing fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing interest rates	on the day of change
Changing any other term or condition	When we next communicate with you

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter;
- notification on or with your next statement of account;
- notification on or with the next newsletter;
- advertisements in the local or national media;
- notification on our website.

However, we will always select a method or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification.

## Financial Claim Scheme

As an account holder you may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to a limit for each depositor. Information about the scheme can be obtained from the APRA website at <http://www.apra.gov.au/> and the APRA hotline on 1300 55 88 49.

## Credit Union Corporate Cheques

Funds may be withdrawn from account/s by purchasing a corporate cheque. A fee may be charged for the issue of a corporate cheque. Please refer to the *Fees and Charges schedule*, located within the *Relationship Rewards schedule* for details.

### Restrictions

- Corporate cheques can only be drawn on cleared funds
- Corporate cheques cannot be drawn from S12 eCall Savings Account or S21 Santa Saver Account
- Instructions to cancel a corporate cheque will only be accepted from the account holder, subject to correct signing authority.

### Cancelling a Corporate Cheque

You may request to stop payment of a corporate cheque, if the cheque has been lost, stolen or fraudulently negotiated, by completing an "Application for Corporate Cheque Stop Payment and Indemnity Form". This indemnifies us for any claims or losses that may arise against us as a result of a stop payment.

You cannot request to stop payment on a corporate cheque if you use the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the goods or service provider.

## Member Cheque Book Service

### Product Benefits

- 25 leaf or 100 leaf cheque books may be ordered
- National Australia Bank Deposit Books may also be ordered to enable you to make deposits to your S1 account through the National Australia Bank.

### Things to Remember

Fees may apply in the following circumstances:

- When a cheque is dishonoured due to insufficient funds
- If a stop payment is requested and the cheque is subsequently presented for payment
- When a cheque is cleared for payment when there is insufficient funds in your account
- Please refer to the *Fees and Charges Schedule*, located within the *Relationship Rewards schedule* for details.
- No interest is paid on S1 accounts which are linked to a Member Cheque Book Service.

### Application

Immediately upon us accepting your application for this service you acknowledge that you have appointed both us and the Credit Union Services Corporation of Australia Ltd as your agent and that you have authorised each of us to:

- Conduct transactions with the National Australia Bank Ltd to enable you to draw funds from your S1 Account for payment of goods and services in accordance with these terms and conditions
- Transfer to the National Australia Bank Ltd from your S1 Account to meet the amount of cheques that you or your authorised signatories have signed and to meet the value of all costs, taxes or other charges made by us or the National Australia Bank Ltd.

### Restrictions

- You must be over 18 years of age to apply for this service
- This service can only be linked to an S1 Account
- The Credit Union reserves the right to withdraw or suspend this facility to you, at any time, and without notice or reason. Cheques presented for payment with insufficient

The Credit Union reserves the right to authorise payment or to dishonour cheques each time a cheque is presented. This authority also applies to instructions relating to irregular or stale cheques.

### **Cancelling a Member Cheque**

We are only required to instruct the National Australia Bank Ltd to stop payment on any cheque when you complete, sign and deliver to us the standard stop payment notice available from our office. A fee may apply if a cheque with a stop payment authority is presented. Please refer to the *Fees & Charges Schedule, located within the Relationship Rewards schedule* for details.

### **Fees & Charges**

You will pay the charges as shall be determined by us from time to time, and as listed in the *Fees and Charges Schedule, located within the Relationship Rewards schedule*, in relation to all cheques drawn by you pursuant to the Member Cheque Book Service.

### **Liability**

You hereby agree to advise us immediately of the loss, theft, misplacement or unauthorised use of any cheques or cheque books issued to you. You will remain liable for any cheques paid by us, in good faith, up to the time of notification.

Our rights and liabilities in relation to services pursuant to the Member Cheque Book Service shall be as if we were a bank and the collecting bank as defined in the Bills of Exchange Act 1909-1973 and any amendment thereof or substitution therefore.

### **Things you should know about your Cheque Facility**

The Mutual Banking Code of Practice says that we must give you general descriptive information about your chequing facility with us.

This information tells you about some of your rights and obligations and our rights and obligations. It does not state the terms and conditions of your member chequing facility. This information does not apply to the cheque a credit union gives you when withdrawing funds from your account.

### **How long does it take to clear a Cheque?**

When you deposit a cheque to your credit union account it will usually take five (5) working days to clear, but may take longer in some cases. You will NOT be able to withdraw any of the proceeds of a cheque until the cheque is cleared. However, there are some exceptions to allow you immediate access to the proceeds of the cheque. Please check with us as to these circumstances. Also, when depositing the cheque, you can ask us for a special clearance on the cheque. We will tell you how long it will take to specially clear and the amount of any special clearance fee.

### **Crossing a Cheque, “NOT NEGOTIABLE” or “ACCOUNT PAYEE ONLY”**

If you cross a cheque, it is a direction to your financial institution to pay the cheque into an account at a bank or other financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a bank or financial institution for payment.

When you cross a cheque or add the words “Not Negotiable” between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances, that it should inquire if its customer has good title to the cheque.

When you add the words “Account Payee Only” between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better

protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

#### **Deleting “OR BEARER” on the Cheque**

Your pre-printed cheque forms have the words ‘or bearer’ after the space where you write the name of the person to whom you are paying the cheque. The cheque is a ‘bearer’ cheque. If you cross out the words ‘or bearer’ and do not add the words ‘or order’, the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words ‘or bearer’ and adding the words ‘or order’.

#### **What do I do to reduce the risk of forgery?**

When filling in a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word ‘Pay’;
- draw a line from the end of the person’s name to the beginning of the printed words ‘or bearer’;
- start the amount in words with a capital letter as close as possible to the words ‘The sum of’ and do not leave blank spaces large enough for any other words to be inserted; also add the word ‘only’ after the amount in words;
- draw a line from the end of the amount in words to the printed ‘\$’;
- start the amount in numbers close after the printed ‘\$’ and avoid any spaces between the numbers;
- always add a stop ‘.’ or dash ‘-’ to show where the dollars end and the cents begin and, if there are no cents, always write ‘.00’ or ‘-00’ to prevent insertion of more numbers to the dollar figure.

#### **When can the Credit Union dishonour or not pay on my Cheque?**

We can dishonour your cheque or not pay on it if:

- you have insufficient funds or available credit in your account to cover the cheque;
- you have not drawn up the cheque clearly so we are unsure of what you want it to do;
- you have post-dated your cheque and it is presented for payment before the date on the cheque;
- the cheque is ‘stale’, that is, the date of the cheque is more than 15 months ago; or
- we have notice of your death or mental incapacity.

### **Direct Debits**

You may authorise a product or service supplier to Direct Debit your account/s electronically. You will be required to sign terms and conditions for this service with the product or service supplier, and we recommend you retain a copy of this contract for future reference.

You must quote our BSB number – 802 377 – on all Direct Debit authorities as well as your Membership number and the account name.

Please check the *Summary of Accounts* brochure for any restrictions on debits applying to certain accounts.

#### **Cancelling Direct Debit authorities**

We require notice of cancellation in writing using the standard Direct Debit cancellation form.

We also recommend that you notify the Direct Debit supplier immediately should you wish to cancel a Direct Debit.

Fees and Charges apply for Direct Debits dishonoured due to insufficient funds or for those referred for payment where there are insufficient funds to cover the payment.

Please refer to the *Fees and Charges Schedule*, located within the *Relationship Rewards schedule*.

### **PayPal**

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under Direct Debit. Please note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly

Other third party payment services may operate in a similar way to PayPal.

## **Periodical Payments**

To authorise a Periodical Payment you must complete a Periodical Payment Authority form, or create this through internet banking. *Refer to Internet Banking, page 18.*

Payments may be drawn by corporate cheque or electronically transferred on a recurring basis after close of business on the due date.

Electronically transferred payments are normally received by the payee within 24 hours, however transfer can take up to 48 hours.

Transfers to accounts within the Credit Union are processed on the due date.

Fees may be applicable for this service. Please refer to the *Fees and Charges Schedule*, located within the *Relationship Rewards schedule*.

If a periodical payment is for a loan with us and there are not sufficient funds to make the payment, we may, at any time, debit your account from which you authorised the payment to be made for the repayment amount you owe us.

### **THINGS TO REMEMBER**

If a Periodical Payment is rejected five times, the authority may be cancelled by us.

### **Restrictions**

This service is not available on accounts with access restrictions (eg: S10, S11, S12, S21 and all investment accounts).

Once the Periodical Payment is withdrawn from your account we cannot refund the payment.

### **Service**

Any alterations or cancellation of Periodical Payments must be in writing or actioned via Internet Banking no later than the day before the due date. Refer to Internet Banking

Funds are to be available by the close of business on the due date to enable withdrawal from the nominated Savings Account.

If funds are not available on the due date we will attempt to withdraw funds on each of the next four working days. After the fifth attempt, if the payment is not made, the payment will be deemed as rejected.

We take no responsibility for payments not sent, not received, payments that arrive late or which are lost in the mail. It is your responsibility to make any missed payments.

## Fees and Charges

Fees and charges will be incurred for the following:

- Periodical Payments processed by corporate cheque
- Periodical Payments processed by electronic transfer
- Alterations to existing Periodical Payments over the counter
- Periodical Payments rejected due to insufficient funds

Please refer to the *Fees and Charges Schedule*, located within the *Relationship Rewards schedule*.

## ePayments Code – Electronic Banking Conditions of Use

### INTRODUCTION AND DESCRIPTION OF ACCESS FACILITIES

The ePayments Code applies to payment, funds transfer and cash withdrawal transactions that are:

- a) initiated using electronic equipment, and
- b) not intended to be authenticated by comparing a manual signature with a specimen signature.

The Code applies to the following transactions:

- a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature,
- b) telephone banking and bill payment transactions,
- c) internet banking transactions, including 'Pay Anyone',
- d) online transactions performed using a card number and expiry date,
- e) online bill payments (including BPAY),
- f) transactions using facilities with contactless features and prepaid cards, not intended to be authenticated by comparing a manual signature with a specimen signature,
- g) direct debits,
- h) transactions using electronic toll devices,
- i) transactions using mobile devices,
- j) transactions using electronic public transport ticketing facilities,
- k) mail order transactions not intended to be authenticated by comparing a manual signature with a specimen signature, and
- l) any other transactions specified by ASIC under clause 43 as a transactions to which this Code applies.

### DEFINITIONS

Defined terms under the ePayments Code include:

- (a) "access method"** means the combined use of any one or more of the following components by a user to make electronic funds transfer to or from an account using electronic equipment: card, card number, account number, customer number, PIN, telephone banking pass code, Internet banking pass code or mobile banking pass code;
- (b) "account"** means an account maintained by a subscriber that belongs to an identifiable holder who is a customer of the subscriber;
- (c) "account holder"** is the person(s) in whose name an account is conducted and who is responsible for all transactions on the account;
- (d) "ATM"** means automatic teller machine;
- (e) "BPAY ®"** means the electronic payment scheme called BPAY® operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in **BPAY ®**, either via telephone or internet access or any other access method as approved by us from time to time;
- (f) "business day"** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned;

- (g) “Complaint”** means an expression of dissatisfaction made to a subscriber about a matter regulated by this Code, where a response or resolution is explicitly or implicitly expected;
- (h) “device”** means a device given by a subscriber to a user that is used to perform a transactions such as a rediCARD, a Visa Debit Card, a contactless device and a token that generates a pass code;
- (i) “EFTPOS”** means electronic funds transfer at the point of sale – a network for facilitating transactions at point of sale;
- (j) “facility”** means an arrangement through which a person can perform transactions;
- (k) “holder”** means an individual in whose name a facility has been established, or to whom a facility has been issued;
- (l) “identifier”** means information that a user:
- knows but is not required to keep secret, and
  - must provide to perform a transaction;
- (m) “manual signature”** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet;
- (n) “mistaken internet payment”** means a payment by a user through a ‘Pay Anyone’ internet banking facility and processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
- the user’s error, or
  - the user being advised of the wrong BSB number and/or identifier.
- This does not include payments made using BPAY;
- (o) “pass code”** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combinations of both, or a phrase. Examples include:
- personal identification number (PIN),
  - internet banking password,
  - telephone banking password, and
  - code generated by a security token.
- A pass code does not include a number printed on a device (e.g. a security number printed on a credit or debit card);
- (p) “periodical payments”** means recurring payments that are made daily, weekly, fortnightly, monthly, annually or at other regular intervals, but does not include direct debit arrangements or direct credit arrangements;
- (q) “receiving ADI”** means an ADI whose customer has received an internet payment;
- (r) “regular payment”** means direct debit arrangements, direct credit arrangements and periodical payments;
- (s) “sending ADI”** means an ADI whose customer has made an internet payment;
- (t) “subscriber”** means an entity that has subscribed to the ePayments Code;
- (u) “unauthorised transaction”** means a transaction that is not authorised by a user;
- (v) “unintended recipient”** means the recipient of funds as a result of a mistaken internet payment;
- (w) “user”** means a holder or an individual who is authorised by us and a holder to perform transactions using a facility held by the holder;
- (x) “we”, “us” or “our”** means the Broken Hill Community Credit Union;
- (y) “you”** means:
- the person or persons in whose name the Broken Hill Community Credit Union Account and Access Facility is held;
  - any third party you nominate to operate on the Broken Hill Community Credit Union Account and Access Facility; and
  - any person you authorise us to issue a Visa Debit Card or rediCARD to.



## **IMPORTANT ELECTRONIC PAYMENT ACCESS FACILITIES INFORMATION**

### **SECURITY OF YOUR PASS CODES**

1. The security of your pass codes (access cards, PINs, secret codes and passwords) is very important because they give unrestricted access to your account. You must take every effort to protect the pass code from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.
2. You must not tell or show your pass code to another person.
3. You must take care to prevent another person, including your family and friends, from seeing you enter your pass code.
4. You must not select a pass code that represents your birth date or an alphabetical pass code that is a recognisable part of your name. If you do use an obvious pass code, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the pass code before you notify us that your pass code has been misused or has become known to someone else.

Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code.

5. You must not record the pass code on any other part of your access method or keep a record of the pass code on anything which is kept with or near any other part of your access method unless reasonable steps have been taken to carefully disguise the pass code or to prevent unauthorised access to that record.
6. You must not act with extreme carelessness in failing to protect the pass code.

### **HOW TO REPORT LOSS, THEFT, MISUSE OR UNAUTHORISED USE OF YOUR VISA DEBIT CARD OR rediCARD OR PIN**

1. If you believe your Visa Debit Card or rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours or by phoning the Visa Card or rediCARD HOTLINE at any time on its emergency number detailed in the box below.

*Please refer to How to Contact Us on page 2 for our contact details.*

2. You must provide the following information when notifying us or the Visa Card or rediCARD HOTLINE:
  - (a) the Visa Card or rediCARD number;
  - (b) the name of your Credit Union; and
  - (c) any other personal information you are asked to provide to assist in identifying you and the Visa Debit Card or rediCARD.
3. The Visa Card or rediCARD HOTLINE or we will acknowledge your notification by giving you a reference number. Please retain this number as evidence of the date and time of contacting us or the Visa Card or rediCARD HOTLINE.
4. After contacting the Visa Card or rediCARD HOTLINE you should confirm the loss or theft as soon as possible by contacting our office.
5. The Visa Card or rediCARD HOTLINE is available 24 hours a day, 7 days a week.
6. If the Visa Card or rediCARD HOTLINE is not operating when you attempt notification, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the Visa Card or rediCARD

HOTLINE was not operating at the time you attempted notification, provided the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

7. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

- (1) with us by telephone or priority paid mail as soon as possible; or
- (2) by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 6.5 of the Visa Debit Card Conditions of Use.

<b>VISA CARD HOTLINE</b> Australia wide toll free: 1800 648 027 From overseas: +61 2 8299 9101
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<b>RediCARD HOTLINE</b> Australia wide toll free: 1800 648 027 Sydney Metropolitan Area: 9959 7480 From Overseas: +61 2 9959 7480
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#### **HOW TO REPORT UNAUTHORISED USE OF PHONE, INTERNET OR MOBILE BANKING**

If you believe that your access method used for Phone, Internet or Mobile banking, or any part of your access method, has been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must contact us immediately.

*Please refer to How to Contact Us on page 2 for our contact details.*

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

#### **PROCESSING ELECTRONIC PAYMENT TRANSACTIONS**

1. We will debit the value of all withdrawal electronic payment transactions and credit the value of all deposit electronic payment transactions to or from your account in accordance with your instructions when the appropriate access method is used.
2. If you close your account before an electronic payment transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that electronic payment .
3. Transactions will not necessarily be processed to your account on the same day.

<b>Internet Banking – Phone Banking – Mobile Banking</b>
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Internet banking, Phone banking & Mobile banking gives you remote access to your account 24 hours a day.

#### **Internet Banking**

Internet Banking is available by accessing our website [www.bhccu.com.au](http://www.bhccu.com.au).

#### **Phone Banking**

Our 24 hour Phone Banking computerised telephone enquiry service can be accessed by calling 1300 880 723.

#### **Mobile Banking**

Mobile Banking is synchronized with Internet Banking, so your existing payees and billers are already available. Internet Banking must be activated to gain access to Mobile Banking.

When making payments through Mobile Banking payments can only be sent to your Internet Banking existing saved billers or previously used payees

### **Account Access**

For a full list of accounts that allow Internet Banking, Phone Banking and Mobile Banking access please refer to our “*Summary of Accounts*” available in branch or online at [www.bhccu.com.au](http://www.bhccu.com.au).

### **Creating and cancelling access to the Internet Banking, Phone Banking and Mobile Banking services**

Approval is at our discretion and we reserve the right to subsequently cancel your Internet Banking or Phone Banking access without notice.

Internet Banking and Phone Banking are not available on memberships where the signing authority requires more than one signature. *Refer to Batch Transactions page 26.*

When an access request has been received and processed, we will, when the correct pass code and membership number are quoted, accept instructions via the Internet Banking web site or Phone Banking phone line for transactions and authorisations on the membership.

If you wish to discontinue usage of Internet Banking or Phone Banking you may notify us in writing, by email via the website, or by phoning us.

It is your responsibility to obtain and maintain any equipment (eg: PC, phone) and services (Internet Service Provider) which are necessary to use Internet and Phone Banking.

### **Using Internet Banking, Phone Banking and Mobile Banking**

1. We will tell you from time to time:
  - (a) what services are available using telephone banking or internet banking;
  - (b) which of your accounts you can access using telephone banking or internet banking.
2. We cannot effect your telephone banking or internet banking instructions if you do not give us all the specified information or if you give us inaccurate information.
3. If you instruct us to make more than one payment from your account, we will determine the order of making the payments.
4. We do not warrant that:
  - (a) the information available to you about your accounts through our home banking services is always up to date;
  - (b) you will have 24 hours a day, 7 days per week, access to Internet Banking, Phone Banking or Mobile Banking.
  - (c) data you transmit via Internet Banking, Phone Banking and Mobile Banking is totally secure.
5. After you have finished accessing your account using:
  - (a) Phone Banking, you must ensure that you end the telephone call to our telephone banking service;
  - (b) Internet Banking and Mobile Banking, you must ensure that you log off from our internet banking service.

### **Operation of Internet Banking, Phone Banking and Mobile Banking Services**

When we make a payment on your behalf we are not acting as your agent or the agent of the payee to whom the payment is directed.

All transactions through these services, will be treated as having been made:

- on the same day, if you asked us to make the transfer/payment before our processing cut-off time of 6.00pm on a business day;
- on the next business day, if you asked us to make transfer/payment after our processing cut-off time or on a weekend or public holiday or non credit union business day; or

- on the date requested if a future dated transaction, provided the requested date is a business day.

You should allow time for your request to be received and processed by your nominated payee. Payments by cheque may take a number of days for this to happen, and even electronic transfers may not be processed immediately by the receiving organisation.

All payments/transfers made via Internet Banking are subject to sufficient funds being available in your account, to meet such payments/transfers at the time the transaction is entered or at any future time.

We are not obliged to effect the electronic transfer/payment if you do not give us all of the information requested, or if any of the information you give us is inaccurate.

You must be careful to ensure that you enter transaction details carefully. Once a payment or transfer has been made, it will not be possible for us to stop or reverse the transaction.

If you instruct us to make a transfer/payment and you later discover that:

- the amount you told us to transfer/pay was greater than the amount you needed to pay, you must contact the recipient/Biller to obtain a refund of the excess; or
- the amount you told us to transfer/pay was less than the amount you needed to transfer/pay, you can make another Electronic Transfer/Payment for the difference between the amount actually transferred/paid to the recipient/Biller and the amount you needed to transfer/pay.
- you have made an error by using the wrong BSB number and/or identifier, contact us and we will investigate if you have made a mistaken internet payment.

If we are advised that your payment cannot be processed by a payee, we will:

- attempt to advise you of this; and
- credit your account with the amount of the payment.

We may at our discretion refuse to give effect to any Internet Banking, Phone Banking or Mobile Banking transaction requested by you without being required to give any reason or advance notice to you. We will use our best endeavours to notify you if this is the case.

We will take reasonable precautions to ensure that information concerning your accounts and transactions performed through Internet Banking, Phone Banking and Mobile Banking will remain confidential and protected from unauthorised access.

We are not liable for any damage if an Internet Banking, Phone Banking or Mobile Banking transaction is not effected or is delayed or is in error, for any reason.

#### **Limits on your use of Internet, Phone and Mobile Banking**

Internet Banking, Phone Banking and Mobile Banking all have daily limits on the amount you can withdraw along and the maximum amount per transaction.

These limits are as follows:

	<u>Daily Limit</u>
• Internal Transfer between BHCCU accounts	\$5,000.00
• External Transfer to another Financial Institution	\$5,000.00
• BPAY	\$5,000.00
	<u>Transaction Limit</u>
• Maximum transaction amount	\$5,000.00

Please note: Merchants or other providers of facilities may impose additional limits.

## **Fees & Charges**

If, when using Internet Banking, Phone Banking or Mobile Banking an authorisation or transaction is conducted which would normally incur a fee or charge if conducted in any other way, then that fee or charge will apply.

Please refer to the *Fees and Charges Schedule, located within the Relationship Rewards schedule* available in branch or online at [www.bhccu.com.au](http://www.bhccu.com.au).

We may from time to time impose such fees and charges for your use of the Internet Banking, Phone Banking or Mobile Banking Services as shall be notified to you. We are authorised to debit the account nominated by you from time to time for the amount of our fees and charges and with all Government Taxes, duties or charges from time to time imposed on transactions made by your use of the Internet Banking, Phone Banking or Mobile Banking service.

Phone Banking is the cost of a local call and charged by your telephone service provider.

Mobile Banking may incur charges from your telephone mobile service provider .

Any such charges are solely your responsibility.

## **Confirmation of transactions**

We will provide you with a transaction receipt/reference number each time you make an Internet Banking, Phone Banking or Mobile Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to a particular transaction.

## **Account Statement**

We will send you account statements at least every 6 months. You can ask us for an additional account statement at any time. We may charge a fee for providing additional statements or copies. (see the *Fees & Charges schedule, located within the Relationship Rewards schedule*).

## **Liability for losses arising from Internet Banking, Phone Banking or Mobile Banking payments**

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

## **Mistaken Internet Payments**

A mistaken internet payment is a payment made through a "Pay Anyone" internet banking facility and processed by an ADI (us or any other ADI) through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- the user's error, or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY.

## **Reporting mistaken internet payments**

You should report a mistaken internet payment to us as soon as possible after you become aware of them. (*Please refer to How to Contact Us on Page 2 for our contact details*).

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

**Dealing with mistaken internet payments**

When a user reports a mistaken internet payment, we will investigate whether a mistaken internet payment has occurred.

If we are satisfied that a mistaken internet payment has occurred, we will send the Receiving ADI a request for return of the funds.

If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

We will inform the user of the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

**Process where funds are available and report is made within 10 business days**

Where a user reports a mistaken internet payment within 10 business days of making the payment and:

- We and the Receiving ADI are satisfied that a mistaken internet payment has occurred; and
- We are advised by the Receiving ADI that there are sufficient credit funds available in the account of the unintended recipient to cover the payment,

The Receiving ADI must forward the funds to us no later than 10 business days after receiving our request to return the funds.

**Process where funds are available and report is made between 10 business days and 7 months**

Where a user reports a mistaken internet payment between 10 business days and 7 months after making the payment and:

- We and the Receiving ADI are satisfied that a mistaken payment has occurred; and
- We are advised by the Receiving ADI that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the Receiving ADI prevents the unintended recipient from withdrawing the funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to the funds,
- the Receiving ADI must forward the funds to us within 2 business days of the expiry of the 10 business day period referred to above.

**Process where funds are available and report is made after 7 months**

Where a user reports a mistaken internet payment more than 7 months after making the payment and:

- We and the Receiving ADI are satisfied that a mistaken payment has occurred; and
- We are advised by the Receiving ADI that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the unintended recipient consents to return of the funds,
- the Receiving ADI must forward the funds to us.

**Process following recovery of funds**

If the Receiving ADI recovers the funds from the unintended recipient and forwards them to us, we will return the funds to the account holder as soon as practicable.

**Where sufficient funds are not available**

Where a mistaken payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the Receiving ADI will use reasonable endeavours to recover the funds from the unintended recipient.

If the Receiving ADI is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the mistaken internet payment.

### **Where you receive a mistaken internet payment**

Where:

- 1) both we and the Sending ADI are satisfied that a payment made to your account is a mistaken internet payment; and
- 2) sufficient credit funds are available in your account to the value of that payment; and
- 3) the mistaken internet payment is reported 7 months or less after the payment; and
- 4) 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 10 business days,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with the ePayments Code.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of the 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.

### **Internet Banking, Phone Banking and Mobile Banking and pass code and your liability for unauthorised access**

Access to Internet Banking, Phone Banking and Mobile Banking is only available by having a member number and pass code. Once your application has been approved and we have set you up as a registered user, you will be able to access information about your accounts, and perform a range of transactions, by entering your membership number and your pass code. We will supply an initial pass code to you that will enable you to access the service for the first time. You will need to change the initial pass code to a pass code of your choice (via the service) before you can conduct any transaction via the service.

It is critical that you safeguard your pass code to protect against unauthorised use.

You should not:

- voluntarily disclose your pass code to anyone, including a family member or friend;
- keep a record of your pass code in a location that is not reasonably hidden, disguised or otherwise protected.;
- if you keep a written record of your pass code, it should be kept separate from your membership number. When using the Internet Banking service, you should never leave your PC unattended, and you should take care that others cannot see you enter your member number or pass code.

If you lose or forget your Internet Banking, Phone Banking or Mobile Banking pass code, or suspect or become aware that your pass code is no longer confidential and there may be unauthorised access to your accounts, please either:

- change your pass code via the Internet Banking site for Internet Banking and Mobile Banking; or
- notify us immediately on (08) 8088 2199 during business hours and we will arrange for the pass code to be re-set.

On receipt of your notification no transactions, authorisations or account enquiries via that service will be permitted until a new pass code is issued.

### **LIABILITY FOR UNAUTHORISED TRANSACTIONS**

#### **When the account holder is not liable**

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the user has not contributed to the loss. The account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- relates to an unauthorised transactions effected by means of a device, identifier or pass code which is forged, faulty, expired or cancelled; or
- arise from transactions that occur before the holder (or an authorised user) received any device or pass code required to make electronic transactions (including any reissued device or pass code); or
- are the result of the same transaction being incorrectly debited to your account more than once; or
- the transaction occurs after you have notified us that:
  - a device has been misused, lost or stolen, or
  - the security of a pass code has been breached; or
- are electronic transactions able to be made using an identifier without a code or device; or
- are electronic transactions able to be made using a device and not a code, provided the account holder did not unreasonably delay in report the loss or theft of the device.

#### **When the account holder is liable**

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user who has:

- engaged in fraud; or
- voluntarily disclosed any of their pass codes to anyone, including a family member or friend; or
- kept a record of pass code:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their card (in the case of a PIN) or any device to which the pass code relates; or
  - where more than one pass code is used, recording both/all codes in a way that they could be lost or stolen together; or
- write their PIN on their card; or
- write their pass code on the device to be used with that code: or
- selects a pass code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- act in extreme carelessness in failing to protect their pass codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonable delaying notifying us of the misuse, loss or theft of their card or other device, or of their pass code(s) becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, the account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, their account(s) or the relevant device;
- that portion of the losses incurred which exceed the balance of their account(s), including any prearranged credit;
- losses incurred on any account which the account holder and us have not agreed could be accessed using the relevant device;
- losses occurring after we have been notified that the card or other device has been misused, lost or stolen or that the security of the pass code has been breached.



**Other situations – When Limited Liability applies**

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a pass code was required to perform the transaction and it is unclear whether the user contributed to the loss. In these circumstances the account holder will be liable for the least of:

- a) \$150.00; or
- b) The balance of the account(s), including any prearranged credit; or
- c) The actual loss at the time that the misuse, loss or theft of a device or breach of pass code is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Visa Debit Card to the extent they exceed what the account holder's liability would have been had we exercised any rights we had under the rules of the Visa Debit Card Scheme at the time you reported the unauthorised transaction to us against other parties to the Scheme. (e.g. Chargeback rights).

**Equipment Malfunction**

We acknowledge that we will be responsible for any loss caused to the account holder by the failure of a system or equipment to complete a transaction that was accepted in accordance with the users instructions except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to correcting errors in the account and refunding any fees or charges imposed on the user.

**General**

You indicate acceptance of these conditions by using the Internet Banking, Phone Banking or Mobile Banking Services.

We have the statutory right to use any credit balance in any accounts you may hold with us to repay any debts that you owe us. We will notify you if we exercise this right of set-off on your accounts.

We reserve the right to alter these Conditions of Use. If we do so, we will notify you, at least 30 days in advance, either by way of writing to you direct, by notice in the Barrier Daily Truth or by way of our web-site.

We are authorised to act upon all instructions given through the Service's using your pass code/s. You hereby acknowledge and agree we may, at our discretion, record by whatever means the transactions you make through Internet Banking, Phone Banking or Mobile Banking and that we may use such records amongst other things, for statistical purposes.

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the Internet Banking, Phone Banking or Mobile Banking Services.

**Complaints**

If you have a query or dispute on your account, please let us know. If we are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will report to you as soon as possible and generally within 10 business days, giving you the reasons for our decisions.

If you are not satisfied with our response and wish to take the matter further, we can provide you with information in relation to our dispute resolution process.

## **Business Banking Batch Transactions**

The Batch Transactions payment facility is available to Business Members. The Batch Transactions payment facility enables Business Members to group internet transactions together into one batch.

Details of all fees that are payable by you are set out in our *Fees & Charges schedule*, located within the *Relationship Rewards schedule*.

There are several conditions of use attached to the Batch Transaction facility, apart from the other conditions that apply to Internet Banking. These are:

- members are required to be registered for Internet Banking;
- members are required to be registered for Business Banking IB Batch Transactions;
- transactions are limited to Internal Transfers, External Transfers & BPAY;
- daily transaction limits will apply for all Transfers & BPAY transactions;
- transactions will fail if there are insufficient available funds in your account.

## **SMS Banking**

### **What is SMS Banking?**

SMS Banking allows you to receive account information by SMS (Short Message Service) to your mobile phone. There are 2 ways you can do this:

- Alerts – we SMS you when a nominated event occurs
- Requests – you SMS us for information about your account

When you activate SMS Banking you are authorising us to send you account information and promotional material by SMS to the phone number you nominate.

### **What information can I receive by SMS?**

Details of the account information available through SMS Banking, and how to receive this information, is included in a separate brochure, available on request. This information is also available at [www.bhccu.com.au](http://www.bhccu.com.au).

### **Changes to the SMS Banking Service**

We may change the information and services available through SMS Banking from time to time. You can find out about the services currently available through SMS Banking by visiting our website. We will also give notice of these changes as set out in Changes to Conditions of Use.

### **Can I rely on SMS Banking for my account information?**

No. SMS Banking is simply a tool to provide you with information to help you manage your accounts. You should not rely on SMS Banking alone for managing your accounts. You should also check account balances and transactions using Internet or Phone Banking. You should always check your account statements. Direct debit alerts only advise a Direct Debit has been received to your account. Payment of Direct Debits may be dishonoured if your account has insufficient funds. Although we will make reasonable efforts to ensure that SMS Banking operates correctly, we cannot guarantee that it will work correctly all the time. In particular we cannot guarantee that you will always receive a requested SMS message or that the content of each SMS message will be correct. We accept no liability to you for any loss you suffer as a result of any such problem with SMS Banking. If you believe there is a problem with SMS Banking please let us know by calling (08) 8088 2199.

### **Security & Privacy**

The content of our SMS messages to you may include information about your account balances or transactions that you may wish to keep private. Once we have sent the SMS message to your nominated phone number, we have no control over who may access this information. To keep your information private, you should:

- Protect and control who can access your mobile phone

- Delete our SMS messages from your mobile phone after you have received them
- Tell us immediately if your nominated phone number is disconnected, suspended or changed – your telecommunications provider can assign your old number to a new customer!

We do not keep records of the content of SMS messages we have sent you.

### **SMS Messages sent overseas**

If you take your mobile overseas without suspending SMS Banking, you will be taken to have authorized us to transmit your information outside Australia, using transmission equipment outside Australia that may store your information. We have no control over the security or privacy of your information once it leaves Australia.

### **What is the Cost?**

We will charge you a fee for each SMS message we send you. This is in addition to any fees or charges your telecommunications provider may charge you in relation to sending or receiving SMS messages. *Please refer to the Fees and Charges Schedule, located within the Relationship Rewards schedule.*

Fees will be debited to your account. We may change the fees and charges at any time. We will give notice of these changes as set out in the Changes to Conditions of Use. *Please refer to Notifying Changes on page 9.*

### **Suspending or Cancelling SMS Banking**

You can cancel SMS Banking by contacting us on (08) 8088 2199 during business hours. We may suspend or cancel your access to SMS Banking at any time and for any reasons, including without limitation:

- Maintenance
- Insufficient funds in your account
- Closure of your account
- Change to your account operating authority

## **Pay Express – Direct Credits**

Pay Express allows for company and business payrolls, processed through software packages, such as MYOB, to be received electronically by modem transmission.

The payments are then direct credited to nominated accounts with any financial institution in Australia within a 24 hour timeframe.

This service is facilitated by the Credit Union Services Corporation (Australia) Ltd (CUSCAL) and their terms and conditions for this service are supplied to you on application or on your request.

We do not charge for this service, however CUSCAL may charge as the service provider. A copy of their Fees and Charges is available on request.

## **BPAY®**

BPAY® allows you to pay bills bearing the BPAY® logo, through Internet Banking, Phone Banking or Mobile Banking.

### **USING BPAY®**

**1.** You can use BPAY® to pay bills bearing the BPAY® logo from those accounts that have the BPAY® facility.

2. When you tell us to make a BPAY® payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. Your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
3. We cannot effect your BPAY® information or if you give us inaccurate information.
4. You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

#### **PROCESSING BPAY® PAYMENTS**

1. We will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:
  - (a) you become aware of any delays or mistakes in processing your BPAY® payment;
  - (b) you did not authorise a BPAY® payment that has been made from your account; or
  - (c) you think that you have been fraudulently induced to make a BPAY® payment.

*Please keep a record of the BPAY® receipt numbers on the relevant bills.*

2. A BPAY® payment instruction is irrevocable.
3. Except for future dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
4. We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.
5. You should notify us immediately if you think that you have made a mistake when making a BPAY® payment or if you did not authorise a BPAY® payment that has been made from your account.

*Please note that you must provide us with written consent addressed to the biller who received that BPAY® payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.*

6. A BPAY® payment is treated as received by the biller to whom it is directed:
  - (a) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
  - (b) otherwise, on the next banking business day after you direct us to make it.

*Please note that the BPAY® payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® payment as soon as they receive its details.*

7. Notwithstanding this, a delay may occur processing a BPAY® payment if:
  - (a) there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
  - (b) you tell us to make a BPAY® payment on a day which is not a banking business day or after the cut off time on a banking business day; or
  - (c) a biller or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.
8. If we are advised that your payment cannot be processed by a biller, we will:
  - (a) advise you of this;
  - (b) credit your account with the amount of the BPAY® payment; and
  - (c) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

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

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

**10.** If you are responsible for a mistaken BPAY® payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

#### **CONSEQUENTIAL DAMAGE FOR BPAY® PAYMENTS**

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

**2.** We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply all, or only to a limited extent.

## The Broken Hill Community Credit Union rediCARD – CONDITIONS OF USE

rediCARD allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the **rediCARD logo**. We will provide you with a PIN to use with your rediCARD.

rediCARD allows you to:

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts
- deposit cash or cheques into your account (at select ATMs only).

We may choose not to give you a rediCARD if you are under 16.

### Access

Credit Union rediATMs – you can make cash withdrawals of up to \$500.00\* per day, deposits at some terminals. The accounts you may access are:

#### Credit Union rediATM Screen

First Savings  
Second Savings  
Third Savings

#### Your Account

First Nominated Account  
Second Nominated Account  
Third Nominated Account

Other ATM Networks – withdrawals are only available from your First Savings account of up to \$500.00\* per day. A fee may be charged. Please refer to our *Fees and Charges Schedule*, located within the *Relationship Rewards schedule*, for details.

*\* You may apply for a higher daily limit. We do, however, reserve the right to restrict card limits at our discretion and without explanation.*

Electronic Funds Transfer at Point of Sale (EFTPOS) – your card can be used to purchase goods at retailers where EFTPOS is available (usually where the EFTPOS sign is displayed). You may also obtain limited cash from some of those retailers. The daily 'cash out' limit is \$300.00 per day however retailers reserve the right to individually restrict the amount of cash which can be withdrawn.

Offline Withdrawals – if the main computer line is not connected to the ATM or EFTPOS network when conducting a transaction, a lower daily offline withdrawal limit may also apply.

These Conditions of Use take effect on and from 20<sup>th</sup> March 2013 except as otherwise advised in writing.

These **Conditions of Use** apply to your use of the rediCARD. You will also be given **BHCCU Ltd Account & Access Facility Conditions of Use**, which sets out other important information about this product.

Together these two documents comprise the **Broken Hill Community Credit Union Product Disclosure Statement (“PDS”)** for the rediCARD product.

These Conditions of Use govern the use of the rediCARD to access your Linked Account(s). We will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such Transaction will be governed by these Conditions of Use and by the terms and conditions for the relevant Linked Account.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request to us.

### Enquiries

If you would like any further information about the rediCARD please contact us.

The Broken Hill Community Credit Union

ABN: 12 087 650 762

Australian Financial Services Licence Number: 238020

Issued: 20<sup>th</sup> March 2013

You should follow the guidelines in the box below to protect against unauthorised use of the rediCARD and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised Electronic Transactions. Liability for such Transactions will be determined in accordance with clause 12 of these Conditions of Use and the ePayments Code.

#### **Guidelines for Ensuring the Security of the rediCARD and PIN**

- Sign the rediCARD as soon as you receive it
- Keep the rediCARD in a safe place
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name
- Never write the PIN on the rediCARD
- Never write the PIN on anything which is kept with or near the rediCARD
- Never lend the rediCARD to anybody
- Never tell or show the PIN to another person
- Use care to prevent anyone seeing the rediCARD number and PIN being entered at Electronic Equipment
- Immediately report the loss, theft or unauthorised use of the rediCARD to us
- Keep a record of the rediCARD number with your usual list of emergency telephone numbers
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the rediCARD has been used without your authority
- Immediately notify us of any change of address

#### **1. INTRODUCTION**

- a. These Conditions of Use govern use of the rediCARD to access your Linked Account(s) with us. Each Transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any of your Linked Accounts, these Conditions of Use shall prevail.
- b. These Conditions of Use apply when the rediCARD is used to carry out a Transaction.
- c. We may attach other services to the rediCARD. Please contact us for details.
- d. In accepting a rediCARD from us you are obliged to comply with these Conditions of Use.
- e. Definitions

In these Conditions of Use:

“**ATM**” means an automatic teller machine.

**“Card Details”** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**“Day”** means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**“Electronic Equipment”** includes, but is not limited to, a computer, television, telephone and an Electronic Terminal.

**“Electronic Terminal”** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a rediCARD and PIN to conduct a Transaction and includes, but is not limited to, an ATM or point of sale terminal.

**“Electronic Transaction”** means a payment, funds transfer or cash withdrawal Transaction initiated using Electronic Equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

**“Identifier”** means information that you or a Nominee must provide to perform a Transaction and which you or your Nominee as applicable knows but is not required to keep secret, such as an account number or a serial number.

**“Linked Account”** means your account(s) which you link to a rediCARD, and includes any overdraft or line of credit which you may attach to your Linked Account.

**“Merchant”** means a retailer or any other provider of goods or services.

**“Nominee”** means any person nominated by you to whom we have issued an additional rediCARD to access your Linked Account(s).

**“PIN”** means the personal identification number issued to you or a Nominee by us including an additional or replacement PIN, for use with a rediCARD when giving an instruction through Electronic Equipment.

**“rediCARD”** means the rediCARD issued to you or a Nominee by us.

**“Transaction”** means using the rediCARD for a Transaction on your Linked Account(s), including withdrawing cash from an ATM, purchasing goods and/or services at outlets, and making a payment via the internet or telephone using the rediCARD card number.

**“we”, “us” and “our”** refers to The Broken Hill Community Credit Union.

**“you” and “your”** refers to the Linked Account Holder.

- f. Unless otherwise required by the context, a singular word includes the plural and vice versa.

## **2. CODES OF CONDUCT**

- a. We warrant that we will comply with the requirements of the ePayments Code where that code applies.
- b. The relevant provisions of the Mutual Banking Code of Practice apply to these Conditions of Use.
- c. Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these Conditions of Use.

## **3. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE REDICARD OR PIN**

- a. If you or your Nominee believes the rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us during business hours or the rediCARD HOTLINE at any time on its emergency number detailed in the box below. You or your Nominee must provide the following information when making such notification to us or the rediCARD HOTLINE:
- (1) The rediCARD number;
  - (2) Any other personal information you or your Nominee is asked to provide to assist in identifying you and the rediCARD.
- b. The rediCARD HOTLINE or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the rediCARD HOTLINE.
- c. When contacting the rediCARD HOTLINE, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- d. The rediCARD HOTLINE is available 24 hours a day, 7 days a week.
- e. If the rediCARD HOTLINE is not operating at the time notification is attempted, the loss,



**rediCARD HOTLINE**  
**Australia wide toll free**  
**Sydney Metropolitan Area**  
**From Overseas**

**1800 648 027**  
**02 9959 7480**  
**+61 2 9959 7480**

**4. SIGNING THE rediCARD**

- a. You and your Nominee agree to sign the rediCARD immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the rediCARD.
- b. You must ensure that where an additional rediCARD is issued to your Nominee, your Nominee signs the rediCARD issued to them immediately upon receiving it and before using it.

**5. PROTECTING THE PIN**

- a. We will provide a PIN to use the rediCARD with certain Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the rediCARD.
- b. You must not voluntarily disclose the PIN to anyone, including a family member or friend.
- c. You must not write or record the PIN on the rediCARD, or keep a record of the PIN on anything carried with the rediCARD or liable to loss or theft simultaneously with the rediCARD, unless you make a reasonable attempt to protect the security of the PIN.
- d. A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:
  - (1) hiding or disguising the PIN record among other records;
  - (2) hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
  - (3) keeping a record of the PIN record in a securely locked container; or
  - (4) preventing unauthorised access to an electronically stored record of the PIN record.
- e. If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- f. You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**6. USING THE rediCARD AND EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

- a. We will advise you from time to time:
  - (1) What Transactions may be performed using the rediCARD; and
  - (2) What Terminals of other financial institutions may be used.
- b. We do not warrant that Merchants or Electronic Terminals displaying rediCARD signs or promotional material will accept the rediCARD. We do not accept any responsibility should a Merchant or Electronic Terminal displaying rediCARD signs or promotional material refuse to accept or honour a rediCARD, or should a Merchant or other financial institution impose additional restrictions on the use of the rediCARD.
- c. We are not responsible for any defects in the goods and services acquired by you through the use of the rediCARD. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

- d. Where you have authorised a Merchant to transact on the account by providing your rediCARD number or used your card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- e. To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
  - (1) tell us within 30 days after the date of the statement which shows the Transaction; and
  - (2) provide us with any information we ask for to support your request.
- f. Please contact us for more information about your chargeback rights.
- g. The rediCARD may only be used to perform Transactions. We will advise you of:
  - (1) The accounts which you may link to the rediCARD; and
  - (2) Any credit facility which you may link to your Linked Account(s).
- h. We will debit your Linked Account(s) with the value of all withdrawal Transactions and credit your account with the value of all deposit Transactions.
- i. If a Linked Account is in the name of more than one person, then each party to that account will be jointly and severally liable for all Electronic transactions on that account.
- j. Transactions will not necessarily be processed to your Linked Account on the same Day.
- k. You will continue to be liable to us for the value of any Electronic Transaction occurring after you have closed your Linked Account(s) or after you have resigned from membership of us.

## **7. ADDITIONAL CARDS**

- a. You may authorise us, if we agree, to issue an additional rediCARD to your Nominee provided this person is over the age of 18 (unless we agree to a younger age).
- b. You will be liable for all Transactions carried out by your Nominee on the rediCARD.
- c. You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.
- d. We will give each Nominee a PIN.
- e. Your Nominee's use of the rediCARD and PIN is governed by the Conditions of Use.
- f. You must ensure that each Nominee protects their rediCARD and PIN in the same way as these Conditions of Use require you to protect your rediCARD and PIN.

## **8. WITHDRAWAL AND TRANSACTION LIMITS**

- a. You agree that the rediCARD will NOT be used to:
  - (1) overdraw any of your Linked Account(s); or
  - (2) exceed the unused portion of your credit limit under any prearranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).
- b. If clause 9(a) is breached, we may:
  - (1) Dishonour any payment instruction given; and
  - (2) Charge you an administrative fee as advised to you from time to time.
- c. We may limit the amount of a Transaction if this is required for security or credit risk purposes and will advise you of any such daily or periodic Transaction limits in the Product Schedule which forms part of the PDS for the rediCARD.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **9. AUTHORISATIONS**

You acknowledge and agree that:

- a. We have the right to deny authorisation for any Transaction where this is required for security or credit risk purposes; and
- b. We will not be liable to you or any other person for any loss or damage which you or such

## **10. DEPOSITS AT Electronic TERMINALS**

- a. Any deposit you make at an Electronic Terminal will not be available for you to draw against until your deposit has been accepted by us.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once we have certified it in the following way:
  - (1) your deposit envelope will be opened in the presence of any two persons authorized by us;
  - (2) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
  - (3) Our count will be conclusive in the absence of manifest error or fraud, unless you provide us with satisfactory supporting evidence of the amount that you deposited; and
  - (4) we will notify you of any correction.
- d. If the amount recorded by the Electronic Terminal as having been deposited should differ from the amount counted in the envelope by us we will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. We are responsible for the security of your deposit after you have completed the Transaction at the Electronic Terminal (subject to our verification of the amount you deposit).

## **11. YOUR LIABILITY IN CASE OF UNAUTHORISED TRANSACTIONS**

- a. This clause 12 (except b (14)) applies to unauthorized Electronic Transactions. An unauthorized Electronic Transaction is an Electronic Transaction that is not authorized by you or your Nominee.
- b. You are not liable for losses arising from an unauthorised Electronic Transaction;
  - (1) Where it is clear that you and your Nominee have not contributed to the loss;
  - (2) caused by the fraud or negligence of employees or agents of:
    - i. Us;
    - ii. Any third party involved in networking arrangements; or
    - iii. Any Merchant or their employees or agents;
  - (3) That are caused by a forged, faulty, expired or cancelled rediCARD, Identifier or PIN;
  - (4) Caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
  - (5) Arising from an unauthorised Electronic Transaction that can be made using an Identifier without the rediCARD or PIN; or
  - (6) arising from an unauthorised Electronic Transaction that can be made using the rediCARD or the rediCARD and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the rediCARD.
  - (7) If there is a dispute about whether you or your Nominee received a rediCARD or PIN:
    - (a) it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
    - (b) we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
    - (c) we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.
  - (8) Where we can prove on the balance of probability that you or your Nominee contributed to a loss through fraud, or breaching the PIN security requirements in clause 5, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the rediCARD or breach of PIN security is reported to us. However you are not liable for the portion of losses:
    - (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
    - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
    - (c) that exceeds the balance on any Linked Account, including any pre-arranged

- credit; or
- (d) incurred on any account that you and we had not agreed could be accessed using the rediCARD or Identifier and/or PIN used to perform the Electronic Transaction.
- (9) You are liable for losses arising from unauthorised Electronic Transactions that occur because you or your Nominee contributed to losses by leaving a rediCARD in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- (10) Where we can prove, on the balance of probability, that you or your Nominee contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a rediCARD, or that the PIN security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen rediCARD), and when the security compromise was reported to us. However you are not liable for the portion of losses:
  - (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
  - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
  - (c) that exceeds the balance on any Linked Account, including any pre-arranged credit, or
  - (d) incurred on any account that you and we had not agreed could be accessed using the rediCARD and/or PIN used to perform the Electronic Transaction.

Where a PIN was required to perform an unauthorised Electronic Transaction and clauses 8, 9 and 10 do not apply, your liability is the lesser of:

- (a) \$150;
- (b) the actual loss at the time of notification to us or the rediCARD Hotline of the misuse, loss or theft of the rediCARD or of the breach of PIN security (except that portion of the loss that exceeds any daily or periodic Transaction limits applicable to the use of your rediCARD or your Linked Account); or
- (c) the balance of your Linked Account, including any prearranged credit.
- (11) If you or your Nominee reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this clause 12 for an amount greater than your liability if we exercised any rights under the rules of the rediCARD scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).
- (12) Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- (13) For a Transaction that is not an unauthorised Electronic Transaction, if the rediCARD or PIN is used without authority, you are liable for that use before notification to us or the rediCARD Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the rediCARD scheme against other parties to that scheme.

## **12. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED TRANSACTIONS**

- a. If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. We are solely responsible for resolving your complaint. Later, but as soon as you can, you must give us the following information:
  - (1) Your name, account number and rediCARD number;
  - (2) The error or the Transaction you are unsure about;
  - (3) A copy of the periodical statement in which the unauthorised Transaction or error first appeared;
  - (4) An explanation, as clearly as you can, as to why you believe it is an unauthorised Transaction or error, and
  - (5) The dollar amount of the suspected error. If your complaint concerns the

- b. We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint, we will:
  - (1) Complete our investigation and advise you in writing of the results of our investigation; or
  - (2) Advise you in writing that we require further time to complete our investigation. We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- d. If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and our likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- e. If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- f. When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre, which is the Financial Ombudsman Services Limited (**FOS**). The FOS contact details are:

**GPO Box 3A**  
**Melbourne VIC 3001**  
**Toll Free Call: 1300 78 08 08**  
**Website: [www.fos.org.au](http://www.fos.org.au)**

- g. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the rediCARD or PIN, we will:
  - (1) Give you copies of any documents or other evidence we relied upon; and
  - (2) Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- h. If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed Transaction as compensation.
- i. If we decide to resolve a complaint about the rediCARD by exercising our rights under the rules of the rediCARD scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

### **13. MALFUNCTION**

- a. You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Nominee.
- b. If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

#### **14. TRANSACTION SLIPS AND RECEIPTS**

It is recommended that you check and retain all Transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a Transaction, as well as copies of all sales vouchers to assist in checking Transactions against your statements.

#### **15. TRANSACTION AND OTHER FEES**

- a. We will advise you whether we charges a fee, and the amount of such fee, for:
  - Any Transactions;
  - Issuing the rediCARD or any additional or replacement rediCARD;
  - Using the rediCARD;
  - Issuing the PIN or any additional or replacement PIN;
  - Using the PIN; or
  - Any other service provided in relation to the rediCARD.
- b. We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any Transaction.
- c. The fees and charges payable in respect of the rediCARD are set out in the Product Schedule which forms part of the PDS for the rediCARD.
- d. You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

#### **16. CHANGES TO CONDITIONS OF USE**

- a. We reserve the right to change these Conditions of Use from time to time for one or more of the following reasons:
  - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - to reflect any decision of a court, ombudsman or regulator;
  - to reflect a change in our systems or procedures, including for security reasons;
  - as a result of changed circumstances (including by adding benefits or new features);
  - to respond proportionately to changes in the cost of providing the rediCARD; or
  - to make them clearer.
- b. We will notify you in writing at least 30 Days before the effective date of change if we will:
  - Impose or increase any fees or charges for the rediCARD or Transactions;
  - Increase your liability for losses relating to the Transactions; or
  - Impose, remove or adjust daily or other periodic Transaction limits applying to the use of the rediCARD, PIN, your Linked Account(s) or Electronic Equipment.
- c. If you do not wish your daily withdrawal limit to be increased you should notify us.
- d. We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- e. To the extent permitted by law we are not required to give you advance notice of:
  - a reduction or cancellation of daily card limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
  - other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- f. When the rediCARD is used after notification of any such changes to the Conditions of Use, you accept those changes and use of the rediCARD shall be subject to those changes.

**17. ACCOUNT STATEMENTS**

- a. We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. For any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, we will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements. You will be advised of the amount of this fee at the time of your request.

**18. CANCELLATION AND RETURN OF THE REDICARD**

- a. The rediCARD always remains our property.
- b. We can immediately cancel the rediCARD and demand its return or destruction at any time for security reasons.
- c. We may, at any time, cancel the rediCARD for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your rediCARD or any additional rediCARD issued to your Nominee at any time by giving us written notice.
- e. If you or we cancel the rediCARD issued to you, any additional rediCARD issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the rediCARD before the rediCARD is cancelled but which are not posted to your Linked Account until after cancellation of the rediCARD.
- g. You must return your rediCARD and any additional rediCARD issued to your Nominee to us when:
  - (1) We notify you that we have cancelled the rediCARD;
  - (2) You close your Linked Account(s);
  - (3) You cease to be a member of us;
  - (4) You cancel your rediCARD, any additional rediCARD issued to Your Nominee, or both; or
  - (5) You alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.

**19. USE AFTER CANCELLATION OR EXPIRY OF THE REDICARD**

- a. You must not use the rediCARD or allow your Nominee to use the rediCARD:
  - (1) Before the valid date or after the expiration date shown on the face of the rediCARD;
  - or
  - (2) After the rediCARD has been cancelled.
- b. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.

**20. PRIVACY AND CONFIDENTIALITY**

- a. We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute your instructions, where we reasonably consider it necessary for the provision of the rediCARD or the administration of your Linked Account(s), or if it is required by law.
- b. You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause. You also acknowledge that your Nominee will have access to Linked Accounts.
- c. You and your Nominee may have access to the personal information we hold about each of you at any time by asking us.

For more details of how we handle personal information, you should refer to our Privacy Policy.

**21. MISCELLANEOUS**

- a. You agree that you will promptly notify us of any change of address for the mailing of

- b. We may post all account statements and notices to you at your registered address as provided for in our records.
- c. If the rediCARD is issued to a joint account, each party to that account is jointly and severally liable for all Transactions on the rediCARD.
- d. Unless you are in breach of these Conditions of Use or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Nominee with a replacement rediCARD before the expiry date of the current rediCARD card or additional rediCARD.
- e. If you do not wish to receive a replacement rediCARD, either for yourself or for your Nominee, you must notify us before the expiration date of the current rediCARD. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement rediCARD.



## **The Broken Hill Community Credit Union VISA DEBIT CARD CONDITIONS OF USE**

These Conditions of Use take effect on and from 1<sup>st</sup> July 2014 except as otherwise advised in writing and replace all VISA Debit Card Conditions of Use previously issued.

### **Product Disclosure Statement**

These Conditions of Use apply to your use of the VISA card. You will also be given BHCCU Ltd Account & Access Facility Conditions of Use which sets out other important information about this product.

Together these two documents comprise our Product Disclosure Statement (**PDS**) for the VISA card.

These Conditions of Use govern the use of the VISA card to access your Linked Account(s). We will process the value of all Transactions, and any fees and charges, to your Linked Account(s). Each such Transaction will be governed by these Conditions of Use and by the terms and conditions for the relevant Linked Account.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from us.

### **Enquiries**

If you would like any further information about the VISA card, please contact us.

The Broken Hill Community Credit Union  
ABN: 12 087 650 762  
Australian Financial Services Licence Number: 238020  
Issued: 1<sup>st</sup> July 2014

You should follow the guidelines in the box below to protect against unauthorised use of the VISA card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised Electronic Transactions. Liability for such Transactions will be determined in accordance with clause 16 of these Conditions of Use and the ePayments Code.

### **Guidelines for Ensuring the Security of the VISA card and PIN**

- Sign the VISA card as soon as you receive it
- Keep the VISA card in a safe place
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name
- Never write the PIN on the VISA card
- Never write the PIN on anything which is kept with or near the VISA card
- Never lend the VISA card to anybody
- Never tell or show the PIN to another person
- Use care to prevent anyone seeing the VISA card number and PIN being entered at Electronic Equipment
- Immediately report the loss, theft or unauthorised use of the VISA card to us or to the VISA Card Hotline
- Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA card has been used without your authority
- Immediately notify us of any change of address

## 1. INTRODUCTION

1.1 These Conditions of Use govern use of the VISA card to access to your Linked Account(s) with us. Each Transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

### 1.2 In these Conditions of Use:

**ATM** means an automatic teller machine.

**Card Details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**Cuscal** means Cuscal Limited.

**Day** means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**Electronic Equipment** includes, but is not limited to, a computer, television, telephone and an Electronic Terminal.

**Electronic Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a VISA card and PIN to conduct a Transaction and includes, but is not limited to, an ATM or point of sale terminal.

**Electronic Transaction** means a payment, funds transfer or cash withdrawal Transaction initiated using Electronic Equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

**Identifier** means information that you or a Nominee must provide to perform a Transaction and which you or your Nominee as applicable knows but is not required to keep secret, such as an account number or a serial number.

**Linked Account** means your account(s) which you link to a VISA card, and includes any overdraft or line of credit which you may attach to your Linked Account.

**Merchant** means a retailer or any other provider of goods or services.

**Nominee** means any person nominated by you to whom we have issued an additional VISA card to access your Linked Account(s).

**PayWave** means the functionality on specific VISA debit cards that enables you to make small value purchases at participating Merchant outlets.

**PIN** means the personal identification number issued to you or a Nominee by us including an additional or replacement PIN, for use with a VISA card when giving an instruction through Electronic Equipment.

**Regular Payment Arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your Linked Account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each Transaction.

**Transaction** means using the VISA card for a transaction on your Linked Account(s), including withdrawing cash from an ATM, purchasing goods and/or services at VISA outlets, and making a payment via the internet or telephone using the VISA card number.

**VISA card** means the VISA card issued to you or a Nominee by us.

**we, us and our** refers to The Broken Hill Community Credit Union.

**you and your** refers to the Linked Account holder.

1.3 Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 2. CODES OF CONDUCT

2.1 We warrant that we will comply with the requirements of the Customer Owned Banking Code of Practice, the ePayments Code where that code applies, and any other relevant industry code of practice that may apply to us.

2.2 Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these Conditions of Use.

### **3. SIGNING THE VISA CARD**

- 3.1 You agree to sign your VISA card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA card.
- 3.2 You must ensure that where an additional VISA card is issued to your Nominee, your Nominee signs the VISA card issued to them immediately upon receiving it and before using it.

### **4. PROTECTING THE PIN**

- 4.1 We will provide a PIN to use the VISA card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA card.
- 4.2 You must not voluntarily disclose the PIN to anyone, including a family member or friend.
- 4.3 You must not write or record the PIN on the VISA card, or keep a record of the PIN on anything carried with the VISA card or liable to loss or theft simultaneously with the VISA card, unless you make a reasonable attempt to protect the security of the PIN.
- 4.4 A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:
  - (a) hiding or disguising the PIN record among other records;
  - (b) hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
  - (c) keeping a record of the PIN record in a securely locked container; or
  - (d) preventing unauthorised access to an electronically stored record of the PIN record.
- 4.5 If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- 4.6 You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

### **5. USING THE VISA CARD**

- 5.1 You can conduct Transactions up to AU\$35.00 without entering your PIN or signing as long as these Transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the Transaction if you request.
- 5.2 If you have been issued with a VISA debit PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your VISA card against the contactless reader. Payments using the PayWave functionality can only be made at a participating Merchant outlet and if your purchase is under AU\$100.00. If your purchase is equal to or over AU\$100.00, you'll still need to enter a PIN. The VISA and our security systems continue to protect you from unauthorised Transactions. The same conditions apply to your VISA Debit PayWave Transactions as your other VISA card Transactions.
- 5.3 A purchase transaction performed by pressing 'CR' button will enable you to take cash out – a PIN will always be required for these transactions. The VISA card may only be used to perform Transactions on your Linked Account(s). We will advise you of the accounts, including any credit facility, which you may link to the VISA card.
- 5.4 We will debit your Linked Account(s) with the value of all Transactions, including sales and cash advance vouchers arising from the use of the VISA card (including all mail or telephone orders placed by quoting the VISA card number) and all other Transactions, or credit your Linked Account(s) with the value of all deposit Transactions at Electronic Terminals.
- 5.5 We will advise you from time to time:
  - (a) what Transactions may be performed using the VISA card; and

- (b) what Electronic Terminals may be used.
- 5.6 Transactions will not necessarily be processed to your Linked Account on the same Day.

## **6. USING THE VISA CARD OUTSIDE AUSTRALIA**

- 6.1 All Transactions made in a foreign currency on the VISA card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the Transaction).
- 6.2 All Transactions made in a foreign currency on the VISA card are subject to a currency conversion fee equal to 2% of the value of the Transaction, payable to Cuscal as the principal member of VISA Worldwide, plus 0.5% of the value of the Transaction payable to The Broken Hill Community Credit Union. The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- 6.3 Some overseas Merchants and Electronic Terminals charge a surcharge for making a Transaction. Once you have confirmed the Transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 6.4 Some overseas Merchants and Electronic Terminals allow the cardholder the option to convert the value of the Transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the Transaction you will not be able to dispute the exchange rate applied.
- 6.5 Before travelling overseas, you or your Nominee should consult us to obtain the VISA Card Hotline number for your country of destination. You should use the VISA Card Hotline if any of the circumstances described in clause 17 apply.
- 6.6 A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **7. WITHDRAWAL AND TRANSACTION LIMITS**

- 7.1 You agree that the VISA card will not be used to:
- (a) overdraw any of your Linked Account(s); or
  - (b) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- 7.2 If clause 7.1 is breached, we may:
- (a) dishonour any payment instruction given; and
  - (b) charge you an administrative fee as advised to you from time to time.
- 7.3 We may at any time limit the amount of a Transaction if this is required for security or credit risk purposes. We will advise you of any such daily or periodic Transaction limits in the Product Schedule which forms part of the PDS for the VISA card.
- 7.4 You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **8. AUTHORISATIONS**

- You acknowledge and agree that:
- (a) we have the right to deny authorisation for any Transaction where this is required for security or credit risk purposes; and
  - (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## **9. DEPOSITS AT ELECTRONIC TERMINALS**

- 9.1 Any deposit you make at an Electronic Terminal will not be available for you to draw against until your deposit has been accepted by us.
- 9.2 Cheques will not be available to draw against until cleared.
- 9.3 Your deposit is accepted once we have verified it in the following way:
- (a) your deposit envelope will be opened in the presence of any two persons authorised by us;

- (b) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted; and
- (c) our count will be conclusive in the absence of manifest error or fraud, unless you provide us with satisfactory supporting evidence of the amount that you deposited.
- 9.4 If the amount recorded by the Electronic Terminal as having been deposited should differ from the amount counted in the envelope by us, we will notify you of the difference as soon as practicable and will advise you of the actual amount which has been credited to your Linked Account.
- 9.5 We are responsible for the security of your deposit after you have completed the Transaction at the Electronic Terminal (subject to our verification of the amount you deposit).

## **10. ACCOUNT STATEMENTS**

- 10.1 We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- 10.2 In respect of any Linked Accounts which have a pre-arranged credit facility attached such as line of credit or overdraft, we will send you an account statement monthly.
- 10.3 You may request a copy of your account statement at any time.
- 10.4 We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements. Refer to the Fees and Charges Schedule, located within the Relationship Rewards schedule.

## **11. TRANSACTION SLIPS AND RECEIPTS**

It is recommended that you check and retain all Transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking Transactions against your statements.

## **12. ADDITIONAL CARDS**

- 12.1 You may authorise us, if we agree, to issue an additional VISA card to your Nominee, provided this person is at least 18 years of age (unless we agree to a younger age).
- 12.2 You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.
- 12.3 You will be liable for all Transactions carried out by your Nominee on the VISA card.
- 12.4 We will give each Nominee a PIN.
- 12.5 Your Nominee's use of the VISA card and PIN is governed by the Conditions of Use.
- 12.6 You must ensure that each Nominee protects their VISA card and PIN in the same way as these Conditions of Use require you to protect your VISA card and PIN.

## **13. RENEWAL OF THE VISA CARD**

- 13.1 Unless you are in breach of these Conditions of Use or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Nominee with a replacement VISA card before the expiry date of the current VISA card or additional VISA card.
- 13.2 If you do not wish to receive a replacement VISA card, either for yourself or for your Nominee, you must notify us before the expiration date of the current VISA card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement VISA card.

## **14. CANCELLATION AND RETURN OF THE VISA CARD**

- 14.1 The VISA card always remains our property.
- 14.2 We can immediately cancel the VISA card and demand its return at any time for security reasons.
- 14.3 We may, at any time, cancel the VISA card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- 14.4 You may cancel your VISA card or any VISA card issued to your Nominee at any time by giving us written notice.
- 14.5 If you or we cancel the VISA card issued to you, any VISA card issued to your Nominee(s) will also be cancelled.

- 14.6 You will be liable for any Transactions you or your Nominee make using the VISA card before the VISA card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA card.
- 14.7 You must return your VISA card and any VISA card issued to your Nominee to us when:
- (a) we notify you that we have cancelled the VISA card;
  - (b) you close your Linked Account(s);
  - (c) you cease to be a member of us;
  - (d) you cancel your VISA card, any VISA card issued to your Nominee, or both; or
  - (e) you alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.
- 15. USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD**
- 15.1 You must not use the VISA card or allow your Nominee to use the VISA card:
- (a) before the valid date or after the expiration date shown on the face of the VISA card; or
  - (b) after the VISA card has been cancelled.
- 15.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.
- 16. YOUR LIABILITY IN CASE OF UNAUTHORISED TRANSACTIONS**
- 16.1 This clause 16 (except clause 16.10) applies to unauthorised Electronic Transactions. An unauthorised Electronic Transaction is an Electronic Transaction that is not authorised by you or your Nominee.
- 16.2 You are not liable for losses arising from an unauthorised Electronic Transaction:
- (a) where it is clear that you and your Nominee have not contributed to the loss;
  - (b) caused by the fraud or negligence of:
    - (i) employees or agents of us;
    - (ii) any third party involved in networking arrangements; or
    - (iii) any Merchant or their employee or agent;
  - (c) caused by a forged, faulty, expired or cancelled VISA card, Identifier or PIN;
  - (d) caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
  - (e) caused by an Electronic Transaction which does not require a PIN authorisation that occurred before receipt of the VISA card;
  - (f) caused by an Electronic Transaction which requires PIN authorisation that occurred before receipt of the PIN;
  - (g) arising from an unauthorised Electronic Transaction that can be made using an Identifier without the VISA card or PIN; or
  - (h) arising from an unauthorised Electronic Transaction that can be made using the VISA card, or the VISA card and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the VISA card.
- 16.3 If there is a dispute about whether you or your Nominee received a VISA card or PIN:
- (a) it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
  - (b) we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
  - (c) we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.
- 16.4 Where we can prove on the balance of probability that you or your Nominee contributed to a loss through fraud, or breaching the PIN security requirements in clause 4, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the VISA card or breach of PIN security is reported to us or the VISA Card Hotline. However you are not liable for the portion of losses:
- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
  - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;

- (c) that exceeds the balance on any Linked Account, including any pre-arranged credit; or
- (d) incurred on any account that you and we had not agreed could be accessed using the VISA card or Identifier and/or PIN used to perform the Electronic Transaction.
- 16.5 You are liable for losses arising from unauthorised Electronic Transactions that occur because you or your Nominee contributed to losses by leaving a VISA card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 16.6 Where we can prove, on the balance of probability, that you or your Nominee contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a VISA card, or that the PIN security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen VISA card), and when the security compromise was reported to us or the VISA Card Hotline. However you are not liable for the portion of losses:
- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
- (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
- (c) that exceeds the balance on any Linked Account, including any pre-arranged credit, or
- (d) incurred on any account that you and we had not agreed could be accessed using the VISA card and/or PIN used to perform the Electronic Transaction.
- 16.7 Where a PIN was required to perform an unauthorised Electronic Transaction and clauses 16.4, 16.5 and 16.6 do not apply, your liability is the lesser of:
- (a) \$150;
- (b) the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the VISA card, or of the breach of PIN security (except that portion of the loss that exceeds any daily or periodic Transaction limits applicable to the use of your VISA card or your Linked Account); or
- (c) the balance of your Linked Account, including any prearranged credit.
- 16.8 If you or your Nominee reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this clause 16 for an amount greater than your liability if we exercised any rights under the rules of the VISA card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).
- 16.9 Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 16.10 For a Transaction that is not an unauthorised Electronic Transaction, if the VISA card or PIN is used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA card scheme against other parties to that scheme.
- 17. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE VISA CARD OR PIN**
- 17.1 If you or your Nominee believe the VISA card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us (if during business hours) or the VISA Card Hotline at any time on its emergency number detailed in the box below.
- 17.2 The VISA Card Hotline or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the VISA Card Hotline.
- 17.3 When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- 17.4 The VISA Card Hotline is available 24 hours a day, 7 days a week.
- 17.5 If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business



hours. We will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

17.6 If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

(a) with us by telephone or priority paid mail as soon as possible; or

(b) by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 6.5 of these Conditions of Use.

**18. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED**

**The Broken Hill Community Credit Union  
08 8088 2199**

**VISA CARD HOTLINE  
Australia wide toll free 1800 648 027  
From overseas  
+61 2 8299 9101**

## TRANSACTIONS

- 18.1 If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. Later, but as soon as you can, you must give us the following information:
- (a) your name, account number and VISA card number;
  - (b) the error or the Transaction you are unsure about;
  - (c) a copy of the periodical statement in which the unauthorised Transaction or error first appeared;
  - (d) an explanation, as clearly as you can, as to why you believe it is an unauthorised Transaction or error; and
  - (e) the dollar amount of the suspected error.
- 18.2 If your complaint concerns the authorisation of a Transaction, we may ask you or your Nominee to provide further information.
- 18.3 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 18.4 Within 21 Days of receipt from you of the details of your complaint, we will:
- (a) complete our investigation and advise you in writing of the results of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 18.5 We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- 18.6 If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 18.7 If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 18.8 When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your Linked Account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business Days (unless you request a written response).
- 18.9 If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution scheme, which is the Financial Ombudsman Service Limited (FOS). The FOS contact details are:

**GPO Box 3**  
**Melbourne VIC 3001**  
**Toll Free Call: 1300 78 08 08**  
**Fax: (03) 9613 6399**  
**Email: [info@fos.org.au](mailto:info@fos.org.au)**  
**Website: [www.fos.org.au](http://www.fos.org.au)**

- 18.10 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the VISA card or PIN, we will:
- (a) give you copies of any documents or other evidence we relied upon; and
  - (b) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.
- 18.11 If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed Transaction as compensation.
- 18.12 If we decide to resolve a complaint about the VISA card by exercising our rights under the rules of the VISA card scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

**19. TRANSACTION AND OTHER FEES**

- 19.1 We will advise you whether we charge a fee, and the amount of such fee, for:
- (a) any Transactions;
  - (b) issuing the VISA card or any additional or replacement VISA cards;
  - (c) using the VISA card;
  - (d) issuing the PIN or any additional or replacement PIN;
  - (e) using the PIN;
  - (f) issuing account statements; or
  - (g) any other service provided in relation to the VISA card.
- 19.2 We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any Transaction.
- 19.3 The fees and charges payable in respect of the VISA card are set out in the Fees and Charges Schedule, located within the Relationship Rewards schedule.
- 19.4 You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

**20. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

- 20.1 We do not warrant that Merchants displaying VISA signs or promotional material will accept the VISA card in payment for goods and services. You should always enquire before selecting goods or services.
- 20.2 We do not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA card. We do not warrant that Electronic Terminals displaying VISA signs or promotional material will accept the VISA card.
- 20.3 We are not responsible for any defects in the goods and services acquired by you through the use of the VISA card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.
- 20.4 Where you have authorised a Merchant to transact on the account by providing your VISA card number or used your card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- 20.5 Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).
- 20.6 To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
- (a) tell us within 30 days after the date of the statement which shows the Transaction; and
  - (b) provide us with any information we ask for to support your request.
- 20.7 Please contact us for more information about your chargeback rights.

**21. MALFUNCTION**

- 21.1 You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Nominee.
- 21.2 If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

## **22. REGULAR PAYMENT ARRANGEMENTS**

- 22.1 You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- 22.2 To change or cancel any Regular Payment Arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 22.3 Should your Card Details be changed (for example if your VISA card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 22.4 Should your VISA card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

## **23. CHANGES TO CONDITIONS OF USE**

- 23.1 We reserve the right to change these Conditions of Use from time to time, for one or more of the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) as a result of changed circumstances (including by adding benefits or new features);
  - (e) to respond proportionately to changes in the cost of providing the VISA card; or
  - (f) to make them clearer.
- 23.2 We will notify you in writing at least 30 Days before the effective date of change if it will:
  - (a) impose or increase any fees or charges for the VISA card or Transactions;
  - (b) increase your liability for losses relating to Transactions; or
  - (c) impose, remove or adjust daily or other periodic Transaction limits applying to the use of the VISA card, PIN, your Linked Account(s) or Electronic Equipment.
- 23.3 We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- 23.4 To the extent permitted by law, we are not required to give you advance notice of:
  - (a) a reduction or cancellation of daily VISA card limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
  - (b) other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- 23.5 When the VISA card is used after notification of any changes to the Conditions of Use, you accept those changes and use of the VISA card shall be subject to those changes.

## **24. PRIVACY AND CONFIDENTIALITY**

- 24.1 We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary for the provision of the VISA card or the administration of your Linked Account(s), or if it is required by law.
- 24.2 You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.
- 24.3 You and your Nominee may have access to the personal information we hold about each of you at any time by asking us.
- 24.4 For more details of how we handle personal information, refer to our Privacy Policy.

## **25. MISCELLANEOUS**

- 25.1 You agree that you will promptly notify us of any change of address for the mailing of any notifications which we are required to send to you.

- 25.2 We may post all statements and notices to you at your registered address as provided for in our records.
- 25.3 If the VISA card is issued on a joint account, each party to that account is jointly and severally liable for all Transactions on the VISA card.

## Verified By Visa Terms And Conditions Of Use

### Important:

The Verified by Visa service is designed to provide you with improved security when your Visa card is used to make a purchase online. We encourage you to join the growing number of users who enjoy additional security by using the Verified by Visa service and by shopping at participating Verified by Visa online merchants.

These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully. To participate in the Verified by Visa programme, you may be asked to verify personal details held by your credit union in order to complete the transaction. Should your Visa card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions. We strongly recommend that you print or save a copy of these Conditions of Use for your record and future reference. You can also obtain a copy of these Conditions of Use by contacting us.

### 1. Accepting These Conditions Of Use

a. By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.

b. You agree to be bound by these Conditions of Use each time you use Verified by Visa.

### 2. Definitions

a. In these Conditions of Use:

“**account**” means your Visa card account.

“**account holder**” means the person or persons in whose name the account is held.

“**additional cardholder**” means a person other than the account holder who has been nominated by an account holder to operate the account by use of a Visa card.

“**participating online merchant**” means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

“**we**”, “**us**” or “**our**” refers to your credit union with whom you hold a Visa card account.

“**you**”, “**your**” or “**yours**” means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.

“**Verified by Visa**” means the online transaction authentication service provided by us (or our nominated service provider).

“**Visa card**” means the VISA Debit or Credit Card issued to you or an additional cardholder by your credit union.

### 3. Application Of Conditions Of Use

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, all other terms and conditions that apply to your Visa card and account (“Account Terms”) still apply. If there is any inconsistency between these Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

### 4. Guidelines For Maintaining The Security Of Your Visa Card

a. Never lend your VISA card to anybody.

b. Use care to prevent anyone seeing the VISA card details being entered at the time of authentication.

c. Immediately report unauthorised use of the VISA card to your credit union.

d. You should examine periodical statements of your account immediately upon receiving them to identify and report, as soon as possible, any instances where the VISA card has been used without your authority.

### **5. Using The Verified By Visa Service**

a. You may use Verified by Visa to make purchases online. However, the Verified by Visa Service may only be available in connection with participating online merchants.

b. When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

c. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card or payment for that transaction and you may be unable to complete an online transaction using your Visa card.

d. In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.

e. In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.

### **6. Additional Cardholders**

a. Subject to the account terms and conditions, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.

b. Additional cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holders' details.

### **7. Privacy**

a. We (or our nominated service provider) may collect personal information about you for the purposes of providing the Verified by Visa service to you.

b. You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Verified by Visa service and investigating disputes or allegations of unauthorised transactions, or if it is required by law.

c. For more details of how your personal information is handled, please refer to our privacy policy, which can be viewed by accessing our Internet home site or you can obtain a copy by calling us.

### **8. Termination Of Verified By Visa**

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

### **9. Participating Online Merchant**

a. You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.

b. We do not endorse or recommend in any way any participating online merchant.

c. Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or

representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

#### **10. Exclusion Of Liabilities**

- a. Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- b. We will not be liable for any damages whatsoever arising out of or in relation to:
- (i) your use of or access to (or inability to use or access) the Verified by Visa services; or
  - (ii) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction. response
- c. If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.

#### **11. Your Conduct**

- a. Whilst using the Verified by Visa service and your credit union's Internet banking services, you agree not to:
- (i) impersonate any person or entity using the Verified by Visa authentication process;
  - (ii) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Verified by Visa service or by us;
  - (iii) spam or flood our Internet banking service and the Verified by Visa service;
  - (iv) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service.
  - (v) remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
  - (vi) "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
  - (vii) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service;
  - (viii) otherwise interfere with, or disrupt the Verified by Visa service or our Internet banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or
  - (ix) intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

#### **12. Your Liability**

- a. Your liability for unauthorised transactions is governed by your Account Terms.
- b. If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
- c. If you suspect that your Visa card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use and you may be liable for all transactions on the Visa card until notification occurs.
- d. For further details as to reporting a breach of card details, refer to your Account Terms.

### **13. Errors**

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

### **14. Changes To VISA Debit Conditions Of Use**

We can change these Conditions of Use at any time, and where we are required to do so under any law, we will notify you of these changes.

### **How To Contact Us**

- Mail:** The Broken Hill Community Credit Union  
PO Box 294  
Broken Hill NSW 2880
- Phone:** (08) 8088 2199
- Fax:** (08) 8087 6730
- Email:** send your enquiry via our website
- Web:** [www.bhccu.com.au](http://www.bhccu.com.au)
- Visit us:** our branch is located at 2 Chloride Street, Broken Hill.