



SOUTH WEST SLOPES CREDIT UNION

YOUR LOCAL FINANCIAL INSTITUTION - PHONE 02 63841111 or sWSCU.com.au

SOUTH WEST SLOPES CREDIT UNION ACCOUNT & ACCESS FACILITY Conditions of Use

This document must be read together with the Summary of Accounts & Availability of Access Facilities brochure and the Fees & Charges and Transaction Limits brochure. Together these brochures form the Conditions of Use for the South West Slopes Credit Union Account and Access Facility.

Date taking effect: 1 November 2009

The South West Slopes Credit Union Account and Access Facility is issued by:
South West Slopes Credit Union Ltd.
ABN 80 087 650 673
Australian Financial Services Licence
240 712

Please note that by opening an account or using an access facility you become bound by these conditions of use.

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can obtain information set out in this document [and download this document] by visiting our website at www.swscu.com.au

How To CONTACT Us

Visit us at any of our branches – visit our website at www.swscu.com.au for our branch details



Phone us on 02 6384 1111



Write to us at

Head Office, South West Slopes Credit Union, PO Box 84, Young, NSW, 2594



Fax us on 02 6382 1744



To report the loss, theft or unauthorised use of your Redicard:

- **Redicard in Australia**

Office Hours: contact the Credit Union on 02 6384 1111

24 hours: Lost or Stolen Card Hotline 1800 224 004

- **Redicard Overseas**

Office hours contact the Credit Union on + 61 2 6384 1111 or,

24 hrs / 7 days call First Data International on + 61 2 9959 7480

To report the loss, theft or unauthorised use of your VISA card:

- **VISA Card in Australia**

Office Hours Contact us on 02 6384 1111, or

24 hours / 7 days contact the Australia wide Visa Credit Card

24hr EMERGENCY HOT LINE Free Call – 1800 621 199.

- **VISA Card Overseas**

International Card 24 hr Emergency Hotline 61 299 597 686

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a Financial Institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of the card with us by telephone or priority paid mail as soon as possible

Please contact us prior to travelling to obtain up to date contact information relevant to your destination country for the International Card 24hr Emergency Hot Line.

Refer to the *VISA Card Conditions of Use document Section 5* for further information on your obligations if your VISA is lost, stolen or misused outside of Australia.

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.



CODES OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct.

The Mutual Banking Code of Practice will apply to you if you are an individual or small business.

Please note that you can obtain a copy of the Mutual Banking Code of Practice on request or download it from our website www.swscu.com.au.

PRIVACY

We have a Privacy Statement that sets out:

- our obligations regarding the confidentiality of your personal information; and
- how we manage your personal information.

FINANCIAL DIFFICULTY

If you ever experience financial difficulty you should inform us promptly. The earlier you do so the sooner we can assist you with your difficulties

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.swscu.com.au

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ACCOUNT OPERATIONS

WHAT IS THE SOUTH WEST SLOPES CREDIT UNION ACCOUNT AND ACCESS FACILITY?

The South West Slopes Credit Union Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as facilities for accessing these accounts, including:

- Redicard
- Visa Card
- Member Chequing
- BPAY® (registered to BPay Pty Ltd ABN 69 079 137 518) - limits apply
- EPAY – limits apply
- Telephone and Internet banking
- EFTPOS and ATM access
- Direct Debit requests
- Direct Credit requests.

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

HOW DO I OPEN AN ACCOUNT?

By Becoming a Member

You will need to become a member of the Credit Union before we can issue the South West Slopes 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 (at a cost to you of \$10.00 for one share)

The member share is a redeemable preference share. This means that, when you resign your membership of the Credit Union, we refund you the subscription price (\$10.00). Please note that your member share is not transferable.

You must subscribe for membership in the same name as the account you wish to open. However, you can open an account jointly with another person, so long as you are both members of the Credit Union. Each membership with a different name requires a \$10.00 share for the whole membership.

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 showing us one of the following photo identity documents:

- a State or Territory drivers licence or proof of age card
- an Australian current passport;
- a photo drivers licence issued by a foreign government;
- 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 known by. If you are commonly known by more than one name you must give us all the names you are commonly known by.

If you want to appoint a signatory to your account, the signatory will also have to provide proof of identity, as above.

WHAT ACCOUNTS CAN I OPEN?

When we issue you with the South West Slopes Credit Union Account and Access Facility, you have access to an "S1" account. This is your primary operating account with the Credit Union, and you can then activate other accounts as needed. Please refer to the *Summary of Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

WHAT ARE THE FEES AND CHARGES?

Please refer to the *Fees & Charges and Transaction Limits* brochure for our current fees and charges. We may vary fees or charges from time to time. Please see Changing Fees, Charges, Interest Rates and Other Information on page 10 for details of how and when we must notify you of these changes.

WHAT INTEREST CAN I EARN ON MY ACCOUNT?

We calculate and credit interest to your account as set out in the *Summary of Accounts & Availability of Access Facilities* brochure. We may vary deposit or savings interest rates from time to time. However, interest rates on term deposits remain fixed for the agreed term of the deposit. You can obtain information about current interest rates from us at any time or by visiting our website at www.swscu.com.au.

WHAT ARE THE TAXATION CONSEQUENCES?

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

When you apply for the South West Slopes Credit Union Account and Access Facility we will ask you for your Tax File Number or exemption.

For a joint account, all holders must quote their Tax File Numbers and/or exemptions; otherwise withholding tax applies to the whole of the interest earned on the joint account.

The deduction of withholding tax will form part of your normal income tax, just as when your employer deducts tax from your salary or wages. When you complete your tax return, including your interest earned along with your regular income, you can claim the withholding tax paid on the interest as tax already paid together with the tax your employer deducts from your salary or wages.

If you give us your income tax file number, we will not deduct withholding tax on interest earned on your account. However, you will still be required to disclose interest as income when you complete your tax return at the end of the financial year.

For business accounts and charities, you need only quote your ABN and/or your Tax File Number.

JOINT ACCOUNTS

A joint account is an account in the name of more than one person. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account;
- joint liability – each joint holder is individually liable for the full amount owing on the joint account.

You can operate a joint account on an 'all to sign' or 'either/or to sign' basis:

- 'all to sign' means all joint holders must sign withdrawal forms, cheques, etc;
- 'either/or to sign' means any one joint holder can sign withdrawal slips, cheques, etc.

All joint account holders must consent jointly **to the signing authority.**

TRUST ACCOUNTS

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

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

The verification requirements vary depending on whether it is a formal or informal trust and the Credit Union will provide you with the relevant information and identification requirements for the Trust type.

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

THIRD PARTY ACCESS

You can authorise us at any time to allow another person to operate 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 within the membership. You are responsible for all transactions the 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 completely.**

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

MAKING DEPOSITS TO THE ACCOUNT

You can make deposits to the account:

- by cash or cheque at any branch
- by 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 Card or Redicard:
See EFT Conditions of Use:

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use: , on page 17.

DEPOSITING CHEQUES

You can only access the proceeds of a cheque when it has cleared. This usually takes 4 business days.

WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT

You can make withdrawals from the account:

- over the counter at any branch or agency
- by direct debit
- by member cheque, if your account is linked to a member cheque book
- via telephone or internet banking
- via BPAY® to make a payment to a biller

- via EPAY to transfer funds to another institution with an Australian BSB and account number
- at selected ATMs, if your account is linked to a Visa Card or Redicard
- via selected EFTPOS terminals, if your account is linked to a Visa Card or Redicard (please note that merchants may impose restrictions on withdrawing cash)

DEBITING TRANSACTIONS GENERALLY

We will debit transactions received on any one day in the order we determine in our absolute discretion.

OVER THE COUNTER WITHDRAWALS

Generally, you can make over-the-counter withdrawals in cash or by a Credit Union corporate cheque. Please refer to:

- the *Summary of Accounts & Availability of Access Facilities* brochure for any restrictions on withdrawals applying to certain accounts;
- the *Fees & Charges and Transaction Limits* brochure for any applicable daily cash withdrawal limits or other transaction limits.

WITHDRAWALS USING OUR CORPORATE CHEQUES

This is a cheque the Credit Union draws payable to the person you nominate.

If a corporate cheque is lost or stolen, you can ask us to stop payment.. **To process this request our Indemnity form must be completed.**

We cannot stop payment on our corporate cheque if the cheque was used to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you require assistance.

OVERDRAWING AN ACCOUNT

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

Alternatively, we can honour the transaction and overdraw your account. We will charge you:

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a referral fee: see the *Fees & Charges and Transaction Limits* brochure.

'Cleared funds' means: cash deposits, direct credits or the proceeds of cheque deposit(s) to your account, once the cheques have cleared.

ACCOUNT STATEMENTS

We will send you account statements at least every six (6) months. You can request an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees & Charges and Transaction Limits* brochure.

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

WHAT HAPPENS IF I CHANGE MY NAME OR ADDRESS?

If you change your name or address, please advise us immediately.

DORMANT ACCOUNTS

If no transactions are carried out on your membership account for at least 12 months (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 account becomes dormant, we may:

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

If your account remains dormant for seven (7) years, we have a legal obligation to remit balances exceeding \$500.00 to the Australian Securities and Investment Commission as unclaimed money.

ACCOUNT COMBINATION

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

On termination of your membership, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments.

We will give you written notice promptly after exercising any right to combine your accounts.

CHANGING FEES, CHARGES, INTEREST RATES AND OTHER INFORMATION

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

Type of change	Notice we must give	Manner of giving notice
a.. increasing any fee or charge	20 days	in writing
b. adding a new fee or charge	20 days	in writing
c. changing the minimum balance to which an account keeping fee applies	20 days	in writing
d. changing the method by which interest is calculated	20 days	in writing
e. changing interest rates (other than interest rates linked to money market rates or some external reference rate)	day of change	in writing or advertisement in the media
f. changing any other term or condition	When we next communicate with you	As applicable

CLOSING ACCOUNTS AND CANCELLING ACCESS FACILITIES

You can close the South West Slopes 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 cheques, EFT transactions and fees, if applicable.

You can cancel any access facility on request at any time. However, for direct debits:

- you must contact your biller to cancel any direct debit authority;

We can:

- close the South West Slopes Credit Union Account and Access Facility in our absolute discretion by giving you reasonable notices and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach these Conditions of Use.

NOTICES & ELECTRONIC COMMUNICATION

We may send you notices and statements:

- by post, to the address recorded in our membership records or to a mailing address you nominate;
- by fax;
- by email.

We will only use fax or email if the law permits and you have nominated a fax number or electronic address for this purpose. We may also send you notices and statements by some other way that you have agreed to.

You can vary your nominated email address at any time or cancel arrangements to receive notices or statements by email.

COMPLAINTS

We have a dispute resolution system to deal with any complaints you may have in relation to The South West Slopes Credit Union Account and Access Facility or transactions on the account. Our dispute resolution policy requires us to deal with any complaint efficiently, quickly and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond quickly, you may refer the complaint to the Financial Ombudsman Service..

If you want to make a complaint, contact our staff at any branch and tell them that you want to make a complaint. Our staff members have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

MEMBER CHEQUING

MEMBER CHEQUING

Member chequing is a facility which allows you to make payments by cheque. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct the National Australia Bank to dishonour your cheque. However, we have the discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees. Please refer to the section Overdrawing An Account.

We may not give you access to member chequing if your banking history with the Credit Union is not satisfactory, or if you are under eighteen (18) years of age.

CHEQUE SECURITY

Crossing a cheque, 'not negotiable' or 'account payee only'

If you cross a cheque, it is a direction to us 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.

Example of 'not negotiable' crossing:

XYZ CREDIT UNION LIMITED	<div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border-left: 1px solid black; border-right: 1px solid black;"></div> </div>	Date: .. / .. / ..
Pay <u>Fred Smith</u>	not negotiable	or bearer
The sum of <u>Three hundred dollars Only</u>		\$300.00
	 Signature

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown above.

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 enquire if its customer has good title to the cheque.

Example of 'account payee' crossing:

XYZ CREDIT UNION LIMITED	<div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border-left: 1px solid black; border-right: 1px solid black;"></div> </div>	Date: .. / .. / ..
Pay <u>Fred Smith</u>	account payee	or bearer
The sum of <u>Three hundred dollars Only</u>	only	\$300.00
	 Signature

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 enquiries 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'.

How do I stop payment on a cheque?

You can stop payment on a cheque by:

- ringing us with sufficient particulars to identify the cheque; we may insist on written confirmation; or
- writing to us, again, with sufficient particulars to identify the cheque.

You must, of course, do this before your Credit Union has paid the cheque.

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.

Example:

XYZ CREDIT UNION LIMITED	Date: / /
Pay <i>Fred Smith</i> -----	-----or bearer
The sum of <i>Three hundred dollars Only</i> -----	-----\$300.00
	----- Signature

When can we dishonour or not pay your cheque?

We can dishonour your cheque 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 what you want 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 12 months ago; or
- we have notice of your death or mental incapacity.

DIRECT DEBIT

You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you must contact the biller.

If you believe a direct debit initiated by a biller has not been authorised by you, you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

You can also provide us with instructions to make periodical payments from your account. You must give us at least one (1) business days' notice in writing to stop any periodical payment you have instructed us to make.

We can cancel your bill pay authority in our absolute discretion, if five (5) consecutive attempts are declined

EFT ACCESS FACILITIES & EFT CONDITIONS OF USE

SECTION 1. INTRODUCTION AND DESCRIPTION OF EFT ACCESS FACILITIES

Our EFT access facilities are:

1. Redicard
2. Visa Card
3. BPAY®
4. EPAY
5. Internet Banking
6. Telephone Banking

You can access an account using any of the EFT access facilities applicable to the account. Please refer to:

- the *Summary of Accounts & Availability of Access Facilities* brochure ;
- the *Fees & Charges and Transaction Limits* brochure for fees and charges in

The EFT Conditions of Use govern all EFT transactions using any one of our EFT access facilities, listed above.

Redicard

Redicard allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the **Redicard symbol**. We will provide you with a PIN to use with your Redicard. check your account balances (where the specific ATM type allows);

- withdraw cash from your account;
- deposit cash or cheques into your account (at selected ATMs only).

We may choose not to give you a Redicard if you are under **ten (10)** years of age.

VISA Card

Visa Card allows you to make payments at any retailer displaying the Visa Card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the **Visa Card logo**. We will provide you with a PIN to use with your Visa Card.

Check your account balances;

- withdraw cash from your account;
- deposit cash or cheques into your account (at selected ATMs only).

We may choose not to give you a Visa Card if your banking history with the Credit Union is not satisfactory, or if you are under **eighteen (18)** years of age.

If a Visa Card transaction:

- was unauthorised;
- was for goods or services and the merchant did not deliver them; or
- was for goods and services which did not match the description provided by the merchant,

You can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. However, we can only do a chargeback if you inform us of the disputed transaction within the timeframe determined by Visa. Currently the shortest cut-off time for notifying of chargeback circumstances is 8 days after the transaction, although longer periods may apply in particular circumstances. In some circumstances where the Electronic Funds Transfer Code of Conduct applies the time limits may not apply.

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the EFT Conditions of Use.

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the VISA transaction receipt in question.

BPAY®

BPAY® allows you to pay bills bearing the BPAY® logo, through either telephone or internet banking.

EPAY allows you to transfer funds to another financial institution with an Australian BSB and account number.

Telephone and Internet Banking

Telephone and Internet banking gives you remote access to your account. Allows Internal, External (excludes Telephone Banking) transfer and BPAY® payments.

Important Information About Using Any EFT Access Facility

Before you use any EFT Access Facility you should:

- **familiarise yourself with your obligations to keep your access card, PIN, and password secure;**
- **familiarise yourself with the steps you must take to report loss, theft or unauthorised use of your Redicard, Visa Card, Telephone or Internet Banking;**
- **check your statements regularly for any unauthorised use.**
- **ALWAYS access the telephone or internet banking service only using the OFFICIAL phone numbers and URL addresses contained in the *How to Contact Us* section at page 2.**
- **ALWAYS REJECT any request to provide or to confirm details of your PIN or password. We will NEVER ask you to provide us with these details.**

If you fail to ensure the security of your access card, PIN or password, you may increase your liability for unauthorised transaction.

SECTION 2. DEFINITIONS

In these EFT Conditions of Use:

- (a) **“access method”** means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:
- in the case of telephone or internet banking – any combination of your Visa Card, your membership number or password;
 - in the case of BPAY® - any combination of your Visa Card, your membership number or password;

- in the case of Visa Card or Redicard - your Visa Card or Redicard and PIN used at an EFT terminal;
- (b) **“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;
- (c) **“EPAY”** means electronic payments made to another financial institution with an Australian BSB and account number required.
- (d) **“business day”** means any day on which we are open for business;
- (e) **“EFT terminal”** means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card or Redicard and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);
- (f) **“EFT transaction”** means an electronic funds transfer to or from your account using an access method and includes transactions carried out by:
 - Redicard
 - Visa Card
 - BPAY®
 - EPAY
 - Internet Banking
 - Telephone Banking
- (g) **“internet banking”** means a service we provide through our internet site which enables you to electronically access your account
- (h) **“internet site”** means our site at: www.swscu.com.au
- (i) **“telephone banking”** means a service we offer through a telephone communication network which enables you to access your account
- (j) **“we”, “us” or “our”** means South West Slopes Credit Union Ltd.;
- (k) **“you”** means:
 - the person or persons in which name the South West Slopes Credit Union Account and Access Facility is held;
 - any third party you nominate to operate on the South West Slopes Credit Union Account and Access Facility; and
 - you authorise us to issue a Visa Card or Redicard to.

SECTION 3. SECURITY OF CARDS, PINs & PASSWORDS

1. The security of your access card, PIN and password is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN or password 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 the PIN or password to another person.
3. You must take care to prevent another person, including your family and friends, from seeing you enter your PIN or password.
4. You must not select a PIN or password that represents your birth date or a 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 or password before you notify us that the PIN or password has been misused or has become known to someone else.
5. You must not record the PIN or password on any other part of your access method or keep a record of the PIN or password 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 PIN or password or to prevent unauthorised access to that record.
6. You must not act with extreme carelessness in failing to protect the security of the PIN or password.

SECTION 4. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR VISA CARD, REDICARD OR PIN

1. If you believe your Visa 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 the Visa Card or Redicard HOTLINE at any time.

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 Card or Redicard .
3. The operator will acknowledge your notification by giving you a reference number that verifies the date and time you contacted the hotline. Please retain this reference number.
4. After contacting the Visa Card or Redicard HOTLINE, you should confirm the loss or theft with one of our branches as soon as possible.
5. The Visa Card and 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, nevertheless, 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 is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

SECTION 5. HOW TO REPORT UNAUTHORISED USE OF TELEPHONE OR INTERNET BANKING

1. If you believe that your access method for Telephone or Internet Banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN or password 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. .

2. **If you believe an unauthorised EFT transaction has been made via Telephone or Internet Banking and your access method uses a PIN or password, you should change that PIN or password.**

SECTION 6. EFT TRANSACTION LIMITS

1. We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. These transaction limits are set out in the *Fees & Charges and Transaction Limits* brochure.

Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

2. We may also require you to apply for new transaction limits if you change any password or secret code in an access method. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

SECTION 7. PROCESSING EFT TRANSACTIONS

1. We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT 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 EFT transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT transaction.
3. Transactions will not necessarily be processed to your account on the same day.
4. You acknowledge and agree that:
 - (a) we have the right to deny authorisation for any EFT transaction for any reasons; 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 our refusal.

SECTION 8. USING TELEPHONE AND INTERNET BANKING

1. We will advise you:
 - (a) what services are available using telephone or internet banking;

- (b) which of your accounts you can access using telephone or internet banking.
- 2. We cannot apply your telephone 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.
 - (a) you will have 24 hours a day, 7 days per week, access to telephone or internet banking.
 - (b) data you transmit via telephone or internet banking is totally secure.
- 4. After you have finished accessing your account using:
 - (a) telephone banking, you must ensure you end the telephone call;
 - (b) internet banking, you must ensure you log off.

SECTION 9. 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 request a BPAY® payment you must provide the biller code (found on your bill), your Customer Reference Number, the amount to be paid and the account from which the amount is to be paid.
- 3. We cannot process your BPAY® instructions if you do not give us all the specified 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.

SECTION 10. 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 believe 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 you have made a mistake when processing a BPAY® payment or if you did not authorise a BPAY® payment that has been made from your account.
- 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 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 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.

SECTION 11. FUTURE-DATED BPAY® PAYMENTS

Please note that this is an optional facility depending on whether we offer it.

1. You may arrange BPAY® payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:
- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
 - (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made;
 - (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
 - (d) You should contact us if there are any problems with your future-dated payment.
 - (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction one (1) day before the date for payment. You cannot stop the BPAY® payment on or after that date.

SECTION 12. 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 of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

SECTION 13. USING VISA CARD OR REDICARD

1. You agree to sign the Visa Card or Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Card or Redicard. You must ensure that any other cardholder you authorise also signs their Visa Card or Redicard immediately upon receiving it and before using it.
2. You may only use your Visa Card or Redicard to perform transactions on those accounts we permit.
3. The Visa Card or Redicard always remains our property.

SECTION 14. USING VISA OUTSIDE AUSTRALIA

1. Use of the VISA Card outside Australia must comply with any exchange control requirements.

2. You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
3. All transactions made overseas on the VISA Card will be converted into Australian currency by VISA International, 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).
4. All transactions made overseas on the VISA Card are subject to a conversion fee payable to CUSCAL, the principal member of VISA International under which your Credit Union can provide you with the VISA card. Please refer to the *Fees & Charges and Transaction Limits* brochure for the current conversion fee.
5. Some overseas merchants and EFT terminals charge a surcharge for making an EFT transaction using your VISA card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
6. Before travelling overseas, VISA Card holders should obtain the VISA international card HOTLINE number from us.

SECTION 15. ADDITIONAL VISA CARD OR REDICARD

1. You will be liable for all transactions carried out by this cardholder.
2. We will give each additional cardholder a separate PIN.
3. You must ensure that any additional cardholders protect their Visa Card or Redicard and PIN in the same way as these EFT Conditions of Use require you to protect your Visa Card or Redicard and PIN.
4. To cancel the additional Visa Card or Redicard you must notify us in writing. However, this cancellation may not be effective until the additional Visa Card or Redicard is returned to us or you have taken all reasonable steps to have the additional Visa Card or Redicard returned to us.
5. You will not be liable for the continued use of the additional Visa Card or Redicard from the date that you have:
 - (a) notified us that you want it cancelled; and
 - (b) taken all reasonable steps to have the additional Visa Card or Redicard returned to us.

Please note that if you are unable to return the additional Visa Card or Redicard to us, we may require you to make a written statement describing the steps you have taken to return the card.

SECTION 16. USING VISA CARD OR REDICARD TO MAKE DEPOSITS AT EFT TERMINALS

1. This Section only applies to deposits made at EFT terminals using your Visa Card or Redicard.
2. Any deposit you make at an EFT terminal will not be available for you to draw against until your deposit has been verified by the EFT terminal and accepted by us.
3. Cheques will not be available to draw against until cleared.
4. Your deposit is accepted once we have certified it in the following way:
 - (a) your deposit envelope will be opened in the presence of any two persons we authorise;
 - (b) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
 - (c) our count is conclusive in the absence of manifest error or fraud;
 - (d) we will notify you of any correction.
5. If the amount recorded by the EFT 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 account.
6. We are responsible for the security of your deposit after you have completed the transaction at the EFT terminal (subject to our verification of the amount you deposit).

SECTION 17. USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD OR REDICARD

1. You must not use your Visa Card or Redicard:
 - (a) after the Visa Card or Redicard has expired or been cancelled.

2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

SECTION 18. EXCLUSIONS OF VISA CARD OR REDICARD WARRANTIES AND REPRESENTATIONS

1. We do not warrant that merchants or EFT terminals displaying Visa Card or Redicard signs or promotional material will accept the Visa Card or Redicard.
2. We do not accept any responsibility should a merchant, bank or other institution displaying Visa Card or Redicard signs or promotional material, refuse to accept or honour the Visa Card or Redicard.
3. We are not responsible for any defects in the goods and services you acquire 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.

SECTION 19. YOUR LIABILITY FOR EFT TRANSACTIONS

1. You are liable for all losses caused by an unauthorised EFT transactions unless any of the circumstances specified in this Section apply.
2. You are not liable for losses caused by unauthorised EFT transactions:
 - (a) where it is clear that you have not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - us;
 - any organisation involved in the provision of the EFT system or BPAY®;
 - in the case of Visa Card or Redicard - any merchant; or
 - in the case of BPAY® - any biller;
 - (c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;
 - (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
 - (e) resulting from unauthorised use of your access method or any part of your access method:
 - before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
 - after you notify us in accordance with or that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN or password has been breached.
3. You will be liable for any loss of funds arising from unauthorised EFT transactions if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:
 - (a) your fraud or, where relevant, your failure to keep the PIN or password secure in accordance with (), (), (), () or (); or
 - (b) unreasonably delaying notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant, of the PIN or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.However, you will not be liable for:
 - (c) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
 - (d) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
 - (e) all losses incurred on any account which you had not agreed with us could be accessed using the access method.
4. Where a PIN or password is required to perform the unauthorised EFT transaction and () does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, is the lesser of:

- (a) \$150;
 - (b) the balance of your account, including any prearranged credit; or
 - (c) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).
5. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these EFT Conditions of Use or acted negligently or fraudulently under these EFT Conditions of Use.
 6. In the case of BPAY®, if you notify us that a BPAY® payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY® payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the 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.
 7. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct, where the code applies.
 8. If, in cases not involving EFT Transactions, the VISA Card or PIN are used without authority, you are liable for that use before notification to your Credit Union or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

SECTION 20. MALFUNCTION

1. You will not be responsible for any loss you suffer because the telephone or internet banking system, BPAY®, or an EFT terminal accepted your instructions but failed to complete an EFT transaction.
2. In the event that there is a breakdown or interruption to our telephone or internet banking system or any BPAY® system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

SECTION 21. CANCELLATION OF VISA CARD OR REDICARD OR OF ACCESS TO TELEPHONE OR INTERNET BANKING SERVICE, EPAY OR BPAY®

1. You may cancel your Visa Card or Redicard, your access to telephone, internet banking or EPay or BPAY® at any time by giving us written notice;
2. We may immediately cancel or suspend your Visa Card or Redicard or your access to telephone , internet banking, EPay or BPAY® at any time for security reasons or if you breach these EFT Conditions of Use. In the case of Visa Card or Redicard, we may cancel the Visa Card or Redicard by capture of the Visa Card or Redicard;
3. We may cancel your Visa Card or Redicard or your access to telephone , internet banking, EPay or BPAY® for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation;
4. In the case of Visa Card or Redicard, you will be liable for any transactions you make using your Visa Card or Redicard before the Visa Card or Redicard is cancelled but which are not posted to your account until after cancellation of the Visa Card or Redicard;
5. In the case of telephone, internet banking, EPay or BPAY®, if, despite the cancellation of your access to telephone, internet banking, EPay or BPAY®, you carry out an EFT transaction using the relevant access method, you will remain liable for that EFT transaction;
6. Your Visa Card or Redicard or your access to telephone, internet banking, EPay or BPAY® will be terminated when:
 - (a) we notify you that we have cancelled your Visa Card or Redicard or your access method to the account with us;
 - (b) you close the last of your accounts with us to which the Visa Card or Redicard applies or which has telephone, internet banking, EPay or BPAY® access;
 - (c) you cease to be our member; or

(d) you alter the authorities governing the use of your account or accounts to which the Visa Card or Redicard applies or which has telephone, internet banking, EPay or BPAY[®] access (unless we agree otherwise).

7. In the case of Visa Card or Redicard, we will require the return or destruction of any cancelled Visa Card or Redicard.

SCHEDULE OF REVIEW AND AMENDMENTS

Date	Action
30 October 2008	Updated (Visa)
28 October 2009	Re-Issued (DB Legal June 2009) Various Updates