

# Terms & Conditions Deposit Accounts

Effective Date 2 October 2017

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MyState Bank Limited (MyState)  
ABN 89 067 729 195  
AFSL 240896  
Australian Credit Licence Number 240896  
A wholly owned subsidiary of MyState Limited  
ABN 26 133 623 962

This document forms part of the disclosure information you will require prior to opening a Deposit Account (Savings, Transaction or Term Deposit Account) or related Payment Product.

The other documents you will require are:

- Fees and Charges for Deposit Accounts.
- Interest Rates for Personal Deposit Accounts or Interest Rates for Business Deposit Accounts

There are also separate Terms and Conditions for Visa Debit Card and Terms and Conditions for rediCARD PLUS.

You should read all these documents carefully and retain them for future reference. Copies of each of these documents are available from MyState.

# Terms and Conditions

These terms and conditions explain the rights and obligations of You and MyState when you access any Deposit Account (Savings, Transaction or Term Deposit Account) or related Payment Product described in clause 1 over the page.

You should always read these terms and conditions before opening any Deposit Account or related Payment Product to understand those rights and obligations.

These terms and conditions should be read in conjunction with the *Fees and Charges for Deposit Accounts*, *Interest Rates for Personal Deposit Accounts* or *Interest Rates for Business Deposit Accounts* and, if you have a MyState rediCARD PLUS or Visa Debit Card, the *Terms and Conditions for rediCARD PLUS* or *Terms and Conditions for Visa Debit Card*. Additional terms and conditions may apply by operation of law.

Information appearing in this section will apply to all accounts and products listed.

Information in clauses 2, 3, 4 and 5 covers the terms and conditions specifically relevant to our current Savings, Transaction and Term Deposit Accounts together with our No Longer Offered Savings and Transaction Accounts.

You will be deemed to have accepted the terms and conditions that apply to your Savings, Transaction or Term Deposit Account or related Payment Product when you first access it.

## Definitions

The following definitions apply to the terms and conditions.

The words **we/us/our**, or **MyState** means MyState Bank Limited ABN 89 067 729 195 AFSL 240896.

**You/your/user** means the customer or customers in whose name or names the account is held.

Headings are for convenience only and do not affect the interpretation of these terms and conditions.

**Business/working day** means a day other than a Saturday or Sunday or a public holiday when we are open for the transaction of business in relation to an account.

**Overdraft** means the continuing credit facility attached to a Transaction Account.

**Conditions of Use** means in relation to an account or product, the terms and conditions for the use of that account or product contained in this booklet and any further terms and conditions relating to that account or product as issued or amended by us from time to time.

# **1. Application of these Terms and Conditions**

These terms and conditions apply to and cover all Deposit Accounts and Payment Products offered by us, including but not limited to the following.

## **Personal Savings and Transaction Accounts (including Line of Credit)**

- Everyday Account
- Special eSaver Account
- Christmas Account
- Saver Account
- Access Assist Account
- Offset Account
- Cash on Hand Account
- Cash on Hand - Investment Account

## **Term Deposit Accounts**

- Term Deposit
- Online Term Deposit
- Income Deposit

## **Business Savings and Transaction Accounts**

- Everyday Business Account
- Everyday Agribusiness Account
- Premium Business Account
- Premium Agribusiness Account
- Business Online Saver
- Agribusiness Online Saver

## **No Longer Offered Savings and Transaction Accounts**

- Prestige Plus Savings Account
- Savings Prestige Plus Account
- Savings Cash Manager Account
- Savings Passbook Plus Account
- Savings Pensioner Account
- Home Equity Overdraft Account
- Mortgage Overdraft Account
- Access Account
- Youth Account
- Billpayer Account
- Online Savings Account

## Payment Products

- Visa Debit Card (see also our separate *Terms and Conditions for Visa Debit Card* for full terms and conditions)
- rediCARD PLUS (see also our separate *Terms and Conditions for rediCARD PLUS* for full terms and conditions)
- Direct Credit
- Direct Debit
- Phone Banking
- Internet Banking
- Automatic Teller Machine (ATM)
- EFTPOS
- Payroll Deduction
- Quick Debit
- BPAY
- Cheque Facility

## 2. Specific Terms and Conditions

### – Personal Savings and Transaction Accounts

The following table(s) shows specific terms and conditions and related Payment Product information that applies to our range of offered Personal Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Savings and Transaction Accounts	Everyday Account	Special eSaver	Access Assist <sup>1</sup>	Offset <sup>2</sup>	Saver	Christmas	Cash on Hand	Cash on Hand Investment
Account available for Personal purposes only <sup>4</sup>	✓	✓	✓	✓	✓	✓	✓	✗
Account available for Investment purposes only	✗	✗	✗	✗	✗	✗	✗	✓
Access to account over the counter at MyState branches	✓	✗ <sup>5</sup>	✓	✓	✓	✓	✓	✓
Visa Debit/rediCARD PLUS access available	✓	✗	✓	✓	✗	✗	✓	✓
Cheque facility available	✗	✗	✓	✓	✗	✗	✓	✓
Phone and Internet Banking available	✓	✓	✓	✓	✓	✓	✓	✓
Access to account via Phone and Internet Banking only	✗	✓	✗	✗	✗	✗	✗	✗
BPAY available	✓	✓	✓	✓	✓	✗	✓	✓
Periodical payments available	✓	✓	✓	✓	✓	✗	✓	✓
Direct debits available	✓	✗	✓	✓	✗	✗	✓	✓
Direct credits available	✓	✓	✓	✓	✓	✓	✓	✓



Savings and Transaction Accounts	Everyday Account	Special eSaver	Access Assist <sup>1</sup>	Offset <sup>2</sup>	Saver	Christmas	Cash on Hand	Cash on Hand Investment
Bank@Post available at Australia Post outlets (subject to acceptance at individual outlets)	✓	✗	✓	✓	✗	✗	✓	✓
Funds available at call	✓	✓	✓	✓	✓	Funds available between 1 November and 15 January only (without penalty)	✓	✓
No minimum balance or transaction amount	✓	✓	✓	✓	✓	✓	✓	✓
Interest payable on credit balances <sup>6</sup>	✓	✓	✓	✗	✓	✓	✗	✗
Interest offset 100% against nominated loan	✗	✗	✗	✓	✗	✗	✗	✗
Interest payable 31 March, 30 June, 30 Sep and 31 Dec and on closure	✗	✓	✗	✗	✓	✗	✗	✗
Interest payable 30 June and 31 Dec and on closure	✓	✗	✗	✗	✗	✗	✗	✗
Interest payable last calendar day of each month and on closure	✗	✗	✓	✗	✗	✗	✗	✗
Interest payable 31 May and on closure	✗	✗	✗	✗	✗	✗	✗	✗
Interest payable on 31 October and on closure	✗	✗	✗	✗	✗	✓	✗	✗
Overdraft facility available (subject to standard overdraft assessment criteria)	✓	✗	✗	✗	✗	✗	✓	✓

1. A limit of one (1) Access Assist Account per customer applies. To be eligible a customer must be either in receipt of a pension or allowance that is subject to Australian Government Deeming Rules or be aged 55 years or older and be retired (a self-funded retiree). Where a customer receives an eligible pension or allowance it must be credited to the Access Assist Account. If there is more than one owner of an account, then each of the owners must meet the eligibility criteria. We may also require proof of account eligibility at any time. When a customer is no longer eligible for an Access Assist Account, we may transfer the account to another transaction account.
2. The Offset Account can only be offset against our home loan products as determined from time to time and only if the account and the home loan are in the name(s) of the same person(s). A maximum of one (1) Offset Account per Home Loan applies. No credit interest will accrue on the Offset Account even if the account balance is greater than the balance in the offset Home Loan or the Home Loan is repaid. If the loan is repaid or renegotiated we recommend that you contact us to discuss suitable alternate transaction accounts. MyState reserves the right to switch your offset account to an alternate transaction account in circumstances where there is no active eligible loan to link the offset account to. We will write to you in such an event within 7 days of the switch taking place.
3. Special eSaver Account maximum balance per customer is \$1,000,000.00 and may be changed by us.
4. If an account is being used for business or investment purposes, we reserve the right to close the account and transfer it to an appropriate business account and the relevant business account fees will then apply. Please refer to the *Fees and Charges for Deposit Accounts*.
5. Over the counter branch deposits and withdrawals may be accepted at the discretion of the respective branch supervisor. Fees may apply. For details, please refer to the *Fees and Charges for Deposit Accounts*.
6. Subject to the tiered interest rate that applies to the account. For details, please refer to the *Interest Rates for Personal Deposit Accounts*.

### 3. Specific Terms and Conditions – Business Savings and Transaction Accounts

The following table shows specific terms and conditions (and related Payment Products) that apply to our Business Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet. If you are using a Visa Debit Card you should also refer to the separate *Terms and Conditions for Visa Debit Card*.

Business Savings and Transaction Accounts	Everyday Business Account	Everyday Agribusiness Account	Premium Business Account	Premium Agribusiness Account	Business Online Saver	Agribusiness Online Saver
Account available for business purposes only <sup>1</sup>	✓	✓	✓	✓	✓	✓
Access to account over the counter at MyState branches	✓	✓	✓	✓	✗	✗
Access to account via Phone and Internet Banking only	✗	✗	✗	✗	✓	✓
Transaction restrictions apply - funds only able to be transferred to/from another MyState business account(s) held under the same customer number	✗	✗	✗	✗	✓	✓
Visa Debit Card available	✓	✓	✓	✓	✗	✗
Access to ATM and EFTPOS facilities (if Visa Debit Card is held)	✓	✓	✓	✓	✗	✗
Cheque facility available	✓	✓	✓	✓	✗	✗
Phone and Internet Banking available	✓	✓	✓	✓	✓	✓
BPAY available	✓	✓	✓	✓	✗	✗
Periodical payments available	✓	✓	✓	✓	✗	✗
Direct debits available	✓	✓	✓	✓	✗	✗
Direct credits available	✓	✓	✓	✓	✓	✓
Bank@Post available at Australia Post outlets (subject to acceptance at individual outlets)	✓	✓	✓	✓	✗	✗

Business Savings and Transaction Accounts	Everyday Business Account	Everyday Agribusiness Account	Premium Business Account	Premium Agribusiness Account	Business Online Saver	Agribusiness Online Saver
Funds available at call	✓	✓	✓	✓	✓	✓
No minimum balance or transaction amount	✓	✓	✓	✓	✓	✓
Interest payable on credit balances, based on tiered interest rate structure	✗	✗	✓	✓	✓	✓
No interest payable on credit balances	✓	✓	✗	✗	✗	✗
Interest payable calculated on a daily balance (where applicable) and credited to account at end of month	✗	✗	✓	✓	✓	✓
Overdraft facility available (subject to standard overdraft assessment criteria)	✓	✓	✓	✓	✗	✗
Overdraft interest calculated on a daily balance (where applicable) and debited to account at end of month	✓	✓	✓	✓	✗	✗

1. We reserve the right to close the account if it is being used for personal or domestic purposes. In such instances the balance will be transferred to an appropriate personal account and (any) applicable personal account fees will then apply. Please refer to the *Fees and Charges for Deposit Accounts* for details on those fees.

#### 4. Specific Terms and Conditions – Term Deposit Accounts

The following table shows specific terms and conditions for our range of Term Deposit Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Term Deposit Accounts	Regular Term Deposit	Online Term Deposit	Income Term Deposit
Minimum balance applies <sup>1</sup>	✓	✓	✓
Specific investment terms apply <sup>1</sup>	✓	✓	✓
Term Deposit Certificate issued at time of initial deposit, after additional deposits and/or withdrawals and at the time of maturity	✓	✓	✓
Term Deposit Certificate forms part of the terms and conditions for the account	✓	✓	✓
Term deposit fixed for term and interest rate specified in the certificate	✓	✓	✓
Term deposit can be added to during the term	✗	✗	✗
Interest calculated daily and paid at maturity	✓	✓	✗
Interest calculated daily and paid monthly or quarterly	✗	✗	✓
Interest may be credited to a MyState savings or transaction account or paid to another institution	✓	✓	✓
Interest may be compounded	✓	✓	✗
Withdrawal of deposit (or part thereof) prior to maturity is at the sole discretion of MyState and is subject to terms <sup>2</sup>	✓	✓	✓
Maturity and interest payment instructions can be altered at any time during the term (up to the day before maturity)	✓	✓	✓
Term deposits automatically re-invest on maturity for the same term and conditions at the interest rate prevailing at that date (no maturity letter sent)	✓	✓	✓
A 14 day grace period applies from maturity date in which term deposits can be altered without interest penalty	✓	✓	✓
Statements issued at least once every three (3) months	✓	✓	✓
Products may be withdrawn from offer at any time without prior notice <sup>3</sup>	✓	✓	✓
Additional terms and conditions apply <sup>4</sup>	✗	✓	✗

1. A minimum balance of \$5,000 is required.
2. The interest paid will be calculated at the lowest MyState at call savings or transaction account interest rate prevailing at the time of redemption. In the event of early withdrawal due to death of the customer, interest is paid at the full interest rate. Early withdrawal termination values may be obtained by contacting us. With Income Term Deposit Accounts, in the event of insufficient interest being accrued at the time of redemption interest penalty, the deposit sum invested may be reduced by this figure at redemption.
3. If this occurs, existing term deposits will continue with the same terms and conditions until maturity at which time the customer(s) will be contacted with regards to options available. If we are unable to contact the customer, funds will be reinvested into an alternative product.
4. Additional Terms and Conditions for Online Term Deposits (personal customers only)
  - a. Online Term Deposits can only be opened for the following:
    - individual personal names (no company or trading names);
    - joint personal names with no more than two named parties (not trust accounts);
    - Australian residents with Australian addresses;
    - applicants over 18 years of age.
  - b. Application for an Online Term Deposit Account must be made through the application process at [mystate.com.au](http://mystate.com.au)
  - c. Following electronic confirmation of our acceptance of your Online Term Deposit Account application, you have 5 business days to transfer the amount stated on your application into your Online Term Deposit.
  - d. Transfers to your new Online Term Deposit Account can only be made using the BPAY instructions provided with confirmation of your successful application.
  - e. The interest rate quoted at the time of the application will be honoured for 5 business days from the date of your successful Online Term Deposit Account application.
  - f. If funds are not received within 5 business days of your successful application, your Online Term Deposit Account will automatically be closed.

- g. We will automatically return funds remitted by BPAY which are remitted to us outside of the 5 business day time period.
- h. Where we become aware of a BPAY delay resulting in funds being received outside of the 5 business day period, but within 7 business days of the date of application, we may proceed to apply funds in accordance with the application.
- i. Changes to the maturity instructions of these products, including requests relating to deposits or withdrawals, may only be made through secure email available within our Internet Banking facility.
- j. Interest payments, withdrawals or redemptions from an Online Term Deposit Account can only be paid to an account held with an Australian Financial Institution.
- k. Customers whose only account with us is an Online Term Deposit Account opened through mystate.com.au will need to have their identity verified in the General Matters section of these Terms and Conditions.

## 5. Specific Terms and Conditions - No Longer Offered Savings and Transaction Accounts

The following table shows specific terms and conditions and related Payment Product information for those Savings and Transaction Accounts that are No Longer Offered (not for sale). These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

No Longer Offered Savings and Transaction Accounts	Prestige Plus Savings	Savings Prestige Plus	Savings Cash Manager	Savings Passbook Plus	Savings Pensioner <sup>1</sup>	Home Equity Overdraft	Mortgage Overdraft	Access	Billpayer	Youth <sup>4</sup>	Online Savings
Account available for personal purposes only <sup>2</sup>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Access to account over the counter at MyState branches	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗ <sup>5</sup>
Visa Debit/rediCARD PLUS access available	✓	✓	✓	✓	✓	✓	✓	✓	✓	Age limits apply	✗
Cheque facility available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗
Phone and Internet Banking available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

No Longer Offered Savings and Transaction Accounts	Prestige Plus Savings	Savings Prestige Plus	Savings Cash Manager	Savings Passbook Plus	Savings Pensioner <sup>1</sup>	Home Equity Overdraft	Mortgage Overdraft	Access	Billpayer	Youth <sup>4</sup>	Online Savings
BPAY available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Periodical payments available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Direct debits available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Direct credits available	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bank@Post available at Australia Post outlets (subject to acceptance at individual outlets)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
Funds available at call	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
No minimum balance or transaction amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Interest payable on credit balances <sup>3</sup>	✓	✓	✓	✓	✓	✗	✗	✓	✗	✓	✓
No interest payable on credit balances	✗	✗	✗	✗	✗	✓	✓	✓	✓	✓	✓
Interest payable 31 Mar, 30 Jun, 30 Sep and 31 Dec and on closure	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗	✓
Interest payable last calendar day of each month and on closure	✗	✓	✓	✗	✓	✗	✗	✗	✗	✗	✗
Interest payable 31 May and on closure	✗	✗	✗	✓	✗	✗	✗	✗	✗	✓	✗
Overdraft facility available (subject to standard overdraft assessment criteria)	✗	✗	✗	✗	✗	✓	✓	✓	✓	✗	✗

1. A limit of one (1) Savings Pensioner Account per customer applies. To be eligible a customer must either be in receipt of a pension or allowance that is subject to Australian Government Deeming rules or be aged 55 years or older and be retired (self-funded retiree). Where a customer receives an eligible pension or allowance it must be credited to the Savings Pensioner Account. If there is more than one owner of an account,



then each of the owners must meet the eligible criteria. We may also require proof of account eligibility at any time. When a customer is no longer eligible for a Savings Pensioner Account, we may transfer the account to another transaction account.

2. If an account is being used for business or investment purposes, we reserve the right to close the account and transfer it to an appropriate business account and the relevant business fees will then apply.
3. Subject to the tiered interest rate that applies to the account. For further details refer to the *Interest Rates for Personal Deposit Accounts*.
4. To be eligible to have a Youth Account, the customer must be 18 years of age or younger. When the customer turns 19, the Monthly Account Fee exemption that applied to the account will be removed. For details, please refer to the *Fees and Charges for Deposit Accounts*.

## **6. Account Opening and Customer Identification**

- a. When you open an account you must notify us of all persons that will be signing on the account;
- b. Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* we are required to identify every person who opens an account as an account holder, together with all signatories to the account;
- c. The law does not allow you to open an account or to be a signatory to an account using a false name;
- d. If you are commonly known by more than one name you must give us details of those names that you use;
- e. We are also required to verify the identity of businesses, clubs and associations as part of the account opening process for business deposit accounts.
- f. MyState identification requirements can be met by satisfying our Customer Identification procedure which involves providing identity documentation to us.

## **7. Tax File Numbers (TFNs)/ Australian Business Numbers (ABNs)**

- a. Each time you open an account we will ask you if you wish to provide your Tax File Number (TFN) or TFN exemption details, or if you are a business your Australian Business Number (ABN);
- b. Providing your TFN, TFN exemption details or ABN to us is not compulsory however if you choose not to provide this information we are required by law to deduct withholding tax on any interest you earn on the account;
- c. The Federal Government sets the withholding tax rate and may vary it at any time;
- d. Further information regarding TFNs, TFN exemptions and ABNs is available from any branch or by calling 138 001.
- e. Under Australian Taxation Laws, each time you open an account with us we will ask you if you are a foreign resident for tax purposes. Your tax residency relates to the country or countries in which you are required to lodge a tax return. If you are a resident for tax purposes outside of Australia, we are legally obliged to provide certain information about your account(s), along with other financial information, to the Australian Tax Office (ATO). The ATO may exchange this information with a tax authority or authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements which aim to ensure compliance with tax laws in Australia and other participating jurisdictions and to act as a deterrent to tax evasion. If you are a foreign resident for tax purposes you will be required to provide your foreign Tax Identification Number (TIN) and the jurisdiction where you hold the foreign tax resident status. Failure to provide your TIN may result in the account not being opened. You are required to notify us of any change in your circumstances as soon as practical.

## **8. Operation of Single and Joint Accounts**

- a. Unless otherwise agreed in writing by us you authorise us to permit any one of you to:
  1. operate the account;
  2. deposit money in the account for any term;
  3. invest money in the account for any term;
  4. negotiate any cheques;
  5. draw and sign any cheques (including an instruction to stop payment on a cheque);
  6. give instructions as to disposal of interest;

7. give authorities for periodical payments;
  8. withdraw all or any moneys standing to the credit of the account;
  9. obtain statements of the account and any information concerning the account(s) generally;
  10. give a third party authority to operate the account and revoke such authority; or
  11. change the signing instructions on the account to all must sign.
- b. If one of the holders of a joint account dies any balance in the account shall accrue in accordance with the law of survivorship. Upon verified application, subject to provision of the death certificate of the deceased, we can arrange the transfer of the account into the sole name of the surviving person(s).
  - c. Once a joint account transfer request has been lodged, the survivor(s) will be unable to deposit cheques payable solely to the Estate into the account without evidence of entitlement having been provided by us (certified copy of Probate, Letters of Administration or Last Will and Testament; or evidence of next of kin where these documents are not in existence).
  - d. Where we receive notification of the death of a sole account owner, the account will be frozen pending instructions from the Executor or Estate Administrator.

## **9. Opening and Operating Trust Accounts (additional requirements)**

- a. Before you deposit funds in your own name as trustee of a trust you must produce a copy of the trust deed or verify that there is no deed governing the trust.
- b. You acknowledge that we cannot be taken to be aware of the terms of the trust and you agree to indemnify us against any claim made upon us in relation to or arising out of the trust.
- c. You acknowledge that you are fully aware of the consequences and obligations of being the trustee of a trust; particularly in the event of the death of any trust related party.

## **10. Accounts for Children under 18 Years of Age (Minor)**

The following options are available for account opening for children:

- a. “[Adult’s name] - on behalf of [child’s name], a minor”
  1. The adult opening the account will be considered the legal owner and the beneficial account owner for the purpose of account operation, and assume all liabilities and responsibilities associated with the account in accordance with the Terms and Conditions.
  2. Account will be notated as held on behalf of a child in the adult’s name.
  3. The account operated in these circumstances is not a trust account; accordingly in the event of the death of the account owner, all credit funds will form part of the account owners estate.
  4. The adult must meet our Customer Identification and verification requirements (new customers).
  5. The account will not receive the benefit of ‘Monthly Account fee free’ status, which applies to accounts opened solely in the name of a child under 18 years.
  6. The funds will remain held on behalf of the child until such time as the adult nominates otherwise.
  7. Cheques, money orders or direct credits in the name of the child cannot be deposited into this account.
  8. There is no legal entitlement for the child to be able to access the funds once they reach the age of 18 without the written consent of the adult beneficial account holder.
  9. There is no restriction on the type of savings, transaction or term deposit that can be held under this arrangement unless age restricted in the Personal Savings and Transaction Account Specific Terms and Conditions.
  10. The child can only be appointed as an account signatory if over the age of 10, they meet our Customer Identification requirements and the adult opening the account consents to the appointment in writing. Note: The adult will remain the legal and beneficial account owner.
  11. Visa Debit and rediCARD PLUS access are available on the account subject to the Terms and Conditions that apply.
  12. rediCARD PLUS access is available on application for account signatories over the age of 13 years.
  13. Visa Debit Card will only be available upon application to account signatories who are over the age of 13 years.

14. Terms and Conditions, including Personal Savings and Transaction Accounts Specific Terms and Conditions will apply.
  15. Cheque access and overdraft facilities are not available.
  16. Where we receive notification of the death of the account owner, the account will be frozen pending instructions from the Executor or Estate Administrator.
- b. In the child's name alone, clearly marked as a minor's account (where the account is to be primarily operated by the parent/guardian due to the age of the child)
1. Accounts can be opened for children between 0-18 years.
  2. The legal and beneficial owner of the account is the child. Access to the account will be in accordance with the provisions stated below.
  3. Both the child and the parent/guardian must meet our Customer Identification and verification requirements.
  4. The parent/guardian operating the account as sole signatory will assume the responsibilities associated with the operation and conduct of the account in accordance with the terms and conditions.
  5. Upon turning 10 years of age, with the written consent of the parent/guardian who signed the account opening application, the child can be nominated as an account signatory. The child will need to be capable of displaying an understanding of what the account is, and be able to give an acceptable signature. The child may need to be re-identified according to our Customer Identification obligations.
  6. Where the child is appointed as an account signatory, the parent/guardian will retain all responsibilities associated with the operation and conduct of the account in accordance with the terms and conditions until the child reaches the age of 16.
  7. Upon turning 16 years of age, if they have not previously been appointed as an account signatory, the child can request signatory access to the account **without the written consent** of the parent/guardian. The child will need to be re-identified at this time in accordance with our Customer Identification obligations.
  8. If the parent/guardian remains as a signatory on the account after the child reaches the age of 16, the parent/guardian and the child will be joint and severally liable for the operation and conduct of the account in accordance with the terms and conditions.
  9. If the parent/guardian remains the sole signatory to the account after the child reaches the age of 16,

the parent/guardian will retain the liabilities and responsibilities associated with the operation and conduct of the account.

10. If the parent/guardian removes themselves as signatory to the account (the child must be at least 14 years of age and capable of independent account operation as determined by the parent/guardian), the child will be responsible for the liabilities and responsibilities associated with the operation and conduct of the account.
11. The account will receive the benefit of nil account keeping fees where the account is held in the child's sole name until the child turns 19 or until age 23 if the child holds an Everyday Account.
12. There is no restriction on the type of savings, transaction or term deposit account that can be held under this arrangement unless age restricted in the terms and conditions.
13. If the child is nominated by the parent/guardian as sole signatory (the child must be at least 14 years), the child cannot appoint additional signatories on the account until they reach the age of 18 years.
14. The child cannot remove the parent/guardian as signatory to the account until they reach the age of 18 years.
15. If the child is nominated by the parent/guardian as sole signatory (the child must be at least 14 years) the parent/guardian cannot request this be reversed at a later date.
16. Visa Debit and rediCARD PLUS access are available on the account subject to the Conditions of Use that apply.
17. rediCARD PLUS access is available upon application for account signatories over the age of 10 years.
18. Visa Debit Card will only be available upon application to account signatories who are 13 years of age or over.
19. Terms and Conditions, including Personal Savings and Transaction Accounts Specific Terms and Conditions will apply.
20. A withdrawal limit for accounts using ATMs, EFTPOS and Bank@Post of a combined total of \$500 per day will apply to accounts in the name of a child, provided the account contains sufficient funds.
21. Cheque access and overdraft/loan facilities are not available.
22. Accounts opened in the name of a child cannot be used for business purposes, or for the private or domestic use of the parent/guardian.
23. We reserve the right to suspend activity on the

account in the event of any unauthorised overdrawn, and three (3) instances of unauthorised overdrawn may result in the closure of the account.

24. Where we receive notification of the death of the account owner, the account will be frozen pending instructions from the Executor or Estate Administrator.
  25. Where we receive notification of the death of the adult signatory, where there are no other appointed signatories to the account as at date of death, the account will be frozen pending instructions from the Executor or Estate Administrator of the adult signatory.
- c. Independent Child Accounts and Account Opening (account holder must be over the age of 14 and meet our Customer Identification requirements)
1. Accounts can be opened as per the normal customer application and assessment process.
  2. The minimum age for independent account opening is 14 years. The legal and beneficial owner of the account is the child.
  3. The child must meet our Customer Identification and verification requirements.
  4. The account will receive the benefit of nil account keeping fees where the account is held in the child's sole name until the child turns 19 or until the age 23 if the child holds an Everyday Account.
  5. There is no restriction on the type of savings or investment account that can be held under this arrangement unless age restricted in the Terms and Conditions.
  6. The child account holder cannot appoint additional signatories to their account until they reach the age of 19.
  7. Visa Debit and rediCARD PLUS access are available on the account subject to the Terms and Conditions that apply.
  8. Terms and Conditions, including Personal Savings and Transaction Accounts Specific Terms and Conditions will apply.
  9. A withdrawal limit for accounts using ATMs, EFTPOS and Bank@Post is a combined total of \$500 per day will apply to accounts in the name of a child, provided the account contains sufficient funds.
  10. Cheque access and overdraft/loan facilities are not available.
  11. Accounts opened for a child cannot be used for business purposes, or for the private or domestic use of a parent/guardian.

12. We reserve the right to suspend activity on the account in the event of any unauthorised overdrawn, and three (3) instances of unauthorised overdrawn may result in the closure of the account.
13. Where we receive notification of the death of the account holder, the account will be frozen pending instructions from the Executor or Estate Administrator of the account holder.

## **11. Operating Accounts on Third Party Instructions (Account Signatories)**

- a. You may instruct us at any time to allow another person (a third party) to operate your account. By doing so you authorise us to permit the third party to operate on the account to the same extent as you can, as set out in the operation of single and joint accounts, excepting authorise another party to become a signatory, or to change the signing instructions on the account.
- b. We are not obliged to enquire into the circumstances surrounding any instructions which a third party gives in respect of the account.
- c. We are not liable for any loss or damage you or anyone else suffers as a result of us acting on a third party's instructions, unless it is proven that we were negligent or did not act in good faith.
- d. Third party signatories are not permitted to amend personal details on the account. Only the customer or office bearer (for non-personal accounts) can amend account information held by us.
- e. Where we receive notification of the death of the account holder, all third party authorisations and permission(s) cease immediately.

## **12. Notices and Statements**

- a. Statements of account, notices and other documents including changes to terms and conditions will be sent to you by post, electronically or in any other way permitted by law or otherwise agreed.
- b. eStatements are available to customers with MyState Internet Banking who have provided relevant electronic contact details. Even if we normally provide e-Statements, we may occasionally send you a paper statement if we are unable to provide the information electronically.
- c. MyState will generally send your statements at least every three months, unless you request otherwise. However, if you have an overdraft, your statement will be sent to you monthly. Amounts on your statement of account will be expressed in Australian dollars.



- d. Notwithstanding the above, we may choose not to send you a statement of account where the law does not require us to send it to you.
- e. You and all other account holders should retain all transaction records to enable you to verify transactions. Check these details for accuracy as soon as you receive your statement.
- f. If you request replacement statements, a charge will apply. Please refer to the *Fees and Charges for Deposit Accounts*.
- g. You will be deemed to have received the notice, statement or other documents on the date it would be delivered in the ordinary course of the post.
- h. If we provide these terms and conditions to any party of a joint account, they will be considered to have been received by all account holders.

### **13. Change of Name and Address**

- a. You must notify us via Internet Banking or in writing promptly if you change your name or address. We will request that you supply documentation in support of the change of name or address request in accordance with AML/CTF Customer Identification requirements.
- b. If you change your name, you will need to give us a change of name statement. You will also need to provide supporting documentation that is issued by an Australian State or Territory (Registry of Births, Deaths and Marriages).
- c. We will not be responsible for any errors or losses associated with account changes where we have not received notice of your change of name or address.

### **14. Changes to Fees and Charges, Interest Rates and Terms and Conditions**

- a. We may do any of the following without your consent:
  - 1. change the fees and charges that apply to our services and introduce new fees and charges;
  - 2. change interest rates;
  - 3. change the method by which interest is calculated or vary the frequency interest is credited; or
  - 4. change any other term or condition.
- b. If we introduce a new fee or charge, increase a fee or charge, change the way interest is calculated or change the frequency of interest credited, we will advise you in writing at least 30 days before the change takes effect by one of the following methods:
  - 1. advertisement in main Tasmanian regional newspapers;
  - 2. notice printed on or included with your account

- statement;
  - 3. individual notice mailed to you; or
  - 4. in any other way permitted by law.
- c. If we change our interest rates or any other term or condition, we will notify you no later than the day that the change takes effect, or give such other notification period as required by law, by one of the following methods:
- 1. advertisement in main Tasmanian regional newspapers;
  - 2. notice printed on or included with your account statement;
  - 3. individual notice mailed to you; or
  - 4. in any other way permitted by law.
- d. We are not required to give advance notice of:
- 1. the reduction or cancellation of daily card limits for cash withdrawals, purchases and transfers using electronic and phone banking by you; or
  - 2. other changes to terms and conditions that are required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.

## **15. Inactive Accounts**

- a. We may charge you a monthly inactive account fee if you have not generated any financial transactions on your account for a specified time which, unless or until otherwise provided or agreed, is 12 months.
- b. The inactive account fee is detailed in the *Fees and Charges for Deposit Accounts*.
- c. We reserve the right to close the account if you have not generated any financial transactions on your account for a specified time which, unless or until otherwise provided or agreed, is 12 months and the account balance is zero.

## **16. Unclaimed Moneys**

Transaction accounts which have not been used by making a deposit or withdrawal (excluding any fees, charges or interest paid) for 7 years will be closed without notice to you and any balance transferred to an Unclaimed Money Fund held with the Commonwealth Government. Credit balances over the amount prescribed in legislation dealing with unclaimed moneys must be transferred to the Government. Children's accounts (held in the name of, or for the benefit of, a person under 18 years) are also subject to a 7 year inactivity period before transfer to the Unclaimed Money Fund.

The deadline used for assessing unclaimed money each year is 31 December.

Refund of Unclaimed Money may take up to 3 months to be processed. Funds will not be made available to claimants until processed by the Australian Securities and Investments Commission (ASIC) and paid to us. Customers will be required to provide supporting evidence of entitlement when making a claim.

We may require you to execute a Declaration Release and Indemnity if the information provided does not demonstrate conclusive entitlement.

## **17. Unauthorised Overdrawing**

- a. Deposit accounts without overdraft arrangements must have a credit balance. We are under no obligation to honour cheques, or allow any withdrawal that would overdraw an account without an approved overdraft facility.
- b. If we honour a cheque or debit which overdraws an account or exceeds an authorised overdraft limit, the amount overdrawn or in excess of the authorised limit (referred to as the credit provided) will attract debit interest charged to the account on the last working day of the calendar month. This interest, which will be charged to your account as 'Overdraft Interest', is calculated on the daily closing debit balance using the 'Unarranged Borrowing Rate'. Please refer to the *Interest Rates for Personal and Household Lending* or *Interest Rates for Business Lending* for the current 'Unarranged Borrowing Rate'.
- c. Any credit provided is short-term credit and must be repaid within 7 days of being provided.
- d. An unauthorised overdrawing fee will be charged for each day on which we honour a transaction which results in an unauthorised overdraft. Please refer to the *Fees and Charges for Deposit Accounts*.
- e. If a customer-initiated transaction (e.g. cheque written, periodical payment, direct debit or BPAY payment) from your account causes your account to go into debit, your payment may be dishonoured.
- f. We may charge you a fee for the dishonoured payment or for allowing your account to become overdrawn.
- g. The fee for overdrawn account and dishonoured payments is detailed in the *Fees and Charges for Deposit Accounts*. Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

## **18. Contractual Set Off**

- a. We may apply any deposit in any of your accounts:
  1. to any other deposit account which is overdrawn; or
  2. in payment of any amount overdue on any loan or continuing credit account held by you.
- b. We will give you a notice promptly after exercising any right in relation to sub-clause a above.
- c. We may charge a fee for any set off transfer. Please refer to the *Fees and Charges for Deposit Accounts*.

## **19. Freezing of Accounts**

- a. We reserve the right in our discretion to apply a freeze to any of your accounts.
- b. Where we receive notification of the death of the account holder (including the Trustee), the account(s) will be frozen pending instructions from the Executor or Administrator of the account holder.

## **20. Fees and Charges**

- a. You agree to pay all fees and charges determined by us for all transactions and services in relation to the account or services.
- b. A description of all fees and charges including details of when they will be debited to your account are contained in the *Fees and Charges for Deposit Accounts*. This document can be requested at any time. Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.
- c. While you are 18 years of age or younger, no MyState monthly account or transaction fees as detailed in the *Fees and Charges for Deposit Accounts - Section A*, will apply to an account held in your sole name. Government charges and other fees detailed in the *Fees and Charges for Deposit Accounts* will apply. When you reach the age of 19, all MyState transaction fees and charges will apply without further notice.

## **21. Visa Debit Card or rediCARD PLUS**

- a. MyState's Visa Debit Card and rediCARD PLUS are debit cards that allow you to transact electronically on your linked transaction account(s).
- b. Please refer to the *Terms and Conditions for Visa Debit Card* or *Terms and Conditions for rediCARD PLUS* for full Terms and Conditions, including how and where these cards are able to be used.
- c. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*.

## 22. Additional Cards

- a. If you have a MyState Visa Debit Card or rediCARD PLUS you can request us to issue an additional card to someone else.
- b. Specific terms and conditions apply to the issuance and use of additional cards. Please refer to the *Terms and Conditions for Visa Debit Card* or *Terms and Conditions for rediCARD PLUS* for full Terms and Conditions, including your rights and obligations in relation to the additional card.
- c. An additional card can be cancelled at any time by forwarding the card together with written instructions to that effect to us.

## 23. Deposits

- a. You may make deposits to your account:
  1. by arranging a direct credit of your salary or other income (such as family allowance, pension) to be paid directly into your account. Direct credits cannot be made to a Term Deposit Account;
  2. in person at any of our branches or, subject to acceptance at Bank@Post agencies;
  3. cheques and money orders may be mailed for depositing; or
  4. by transferring funds from one account to another.

## 24. Depositing Cheques

- a. All cheques are subject to acceptability and we may choose not to accept any cheque at our discretion.
- b. When you deposit a cheque to your account you cannot withdraw against the cheque until it has been cleared.

### Depositing Australian Dollar Cheques

- c. When you deposit an Australian Dollar (AUD) cheque issued by another Australian bank into your account you cannot withdraw against the cheque until it has been cleared. It usually takes 3 to 7 working days to clear an Australian Dollar cheque.

**This is not a warranty or a representation by us that after 7 working days you can safely regard the cheque as having been honoured. Funds may be subject to dishonour after this clearance period has passed.**

- d. If a cheque is dishonoured (even after 7 days) putting your account into debit or exceeding any overdraft you might have, you are responsible for bringing the account back into credit or under the credit limit.

- e. A dishonoured cheque resulting in a debit balance or balance exceeding any overdraft you might have will be considered an Unauthorised Overdrawing. Please refer to clause 17. Unauthorised Overdrawing for further details.
- f. All deposited cheques will be subject to clearance periods, including government issued cheques and bank cheques.
- g. A deposited cheque may be returned unpaid or dishonoured in certain circumstances such as there is some irregularity or omission with the cheque. For example the cheque is unsigned or not appropriately signed, is more than 15 months old, has a date that has not yet arrived or has been materially altered (e.g. by a change in the amount original stated on it where the alteration has not been signed). We accept no liability for deposited cheques that are dishonoured in accordance with the drawee bank's individual terms and conditions.
- h. Fees and charges apply for cheques deposited and dishonoured and for unauthorised overdrawing - please refer to the *Fees and Charges for Deposit Accounts*.

#### **Depositing Foreign Currency Cheques (Cheque Repurchase)**

- i. Foreign currency cheque conversions are provided by Western Union Business Solutions (Australia) Pty Ltd ("WUBS").
- j. All foreign currency cheques are subject to acceptability and WUBS or Mystate may choose not to accept any item at our discretion. Items negotiated through us are not valid until they have been received and checked by WUBS. Items can be refused and returned to the customer at any time.
- k. When you deposit a foreign currency cheque to your account you cannot withdraw against the cheque until it has been cleared. It takes a minimum of 35 working days to clear a foreign currency cheque.

**This is not a warranty or a representation by us that after 35 working days you can safely regard the cheque as having been honoured. Funds may be subject to dishonour after this clearance period has passed.**

- l. If a cheque is dishonoured (even after 35 working days) putting your account into debit or exceeding any credit limit you might have, you are responsible for bringing the account back into credit or under the credit limit.
- m. A dishonoured cheque resulting in a debit balance or balance exceeding any credit limit you might have will be considered an Unauthorised Overdrawing. Please refer to clause 17. Unauthorised Overdrawing for further details.
- n. Foreign currency cheques can only be deposited into an account held in the cheque payee name.

- o. The foreign currency value and paying bank must be in the same country. e.g. a USD cheque must be drawn on a US bank.
- p. To allow for remittance to the foreign issuing bank for clearance WUBS or MyState may refuse a cheque which is more than three (3) months old (from date on the cheque), or one that is post-dated (presented before the date on the cheque).
- q. Foreign currency cheques less than AUD\$2,000 equivalent will be processed on a negotiated basis, converted at an exchange rate calculated by WUBS provided at the time of deposit, and subject to clearance periods.
- r. Foreign currency cheques greater than AUD\$2,000 equivalent will be sent for collection and funds will not be available until returned from the overseas bank and credited to your account. The exchange rate used to conduct the conversion will be the rate prevailing at the time WUBS is notified that the cheque has cleared.
- s. Foreign currency cheques sent for collection may take in excess of 35 working days. We cannot ascertain or guarantee the clearance time for foreign currency cheques sent for collection.
- t. Fees and charges apply to the deposit of foreign currency cheques (repurchase of foreign currency documents), cheques deposited and dishonoured and for unauthorised overdrawing. Please refer to the *Fees and Charges for Deposit Accounts*.

## **25. Special Clearance of Funds**

- a. A fee is payable if you require special clearance of a cheque that you deposit into your account. Please refer to the *Fees and Charges for Deposit Accounts*.
- b. In addition to the standard fee, you may be required to cover any additional expense incurred.

## **26. Bank@Post Deposits**

- a. Subject to acceptance, Bank@Post deposits may be available to MyState customers at Australia Post outlets throughout Australia.
- b. To make Bank@Post deposits, the account must have a Visa Debit or rediCARD PLUS attached, and requires the input of a PIN.
- c. Business account deposits may not be accepted.
- d. Bank@Post cash deposits made at Australia Post outlets are processed online.
- e. Cheque deposits will not be made available until the cheque has cleared, this may take 7 days.

This is not a warranty or a representation by us that after 7 days you can safely regard the cheque as having been honoured. Please refer to clause 24. Depositing Cheques

- f. Fees and charges may apply for Bank@Post services. Please refer to the *Fees and Charges for Deposit Accounts*.

## 27. Direct Credits

- a. Direct credits can be paid into any account nominated by the customer, subject to the terms and conditions for this account.
- b. We can reverse a direct credit that is received on behalf of the customer if we for any reason do not receive value for the direct credit.
- c. Customers can alter or cancel existing direct credit authorities at any time by advising the crediting organisation in writing. Fees and charges may apply. Please refer to the *Fees and Charges for Deposit Accounts*.
- d. Customers should note that the account name does not form part of the payment instructions and that the name will be disregarded in making the payment and that we and the paying party's financial institution may rely solely on the account number.

## 28. Sweep Facility

- a. The Sweep Facility (this Service) is an automated service used to sweep funds from your approved savings accounts specified by us to your Access Account to maintain the minimum balance specified by you (minimum balance) in your Access Account. The minimum balance accepted for the Sweep Facility is \$500.
- b. You may nominate the account from the list of approved savings accounts specified by us for use with this Service from time to time, details of which may be obtained from us.
- c. To use this Service you must complete a Sweep Facility Authority (Authority).
- d. Once your Authority is accepted and approved, if your Access, Business Savings or Transaction Account balance at the end of any working day is below the minimum balance, we will automatically transfer the amount required from the nominated account to your Access, Business Savings or Transaction Account. This automatic transfer may not be activated if your Access, Business Savings or Transaction Account balance is below the minimum balance due to the debit of fees and charges or government taxes.
- e. We will endeavour to effect such transfers as necessary to maintain your minimum balance provided there are



sufficient funds available in the nominated account, but accept no responsibility or liability should we fail or refuse to make such a transfer.

- f. Where we receive notification of the death of the account holder, the Sweep Facility Authority will cease.
- g. You may at any time request in writing or by contacting Customer Care that we cancel or alter your Authority. The transfers will continue pursuant to the Authority until the request to cancel or alter has been received and processed.
- h. You agree to pay us the fees relating to this Service as detailed in the *Fees and Charges for Deposit Accounts*. You also authorise us to debit your account any fees and charges and any government taxes and charges payable on transfers made using this Service.
- i. Transfers made using this Service are also governed by the terms and conditions of the accounts being used and these Terms and Conditions do not affect the terms and conditions apply to those accounts.
- j. We reserve the right to discontinue or withdraw this Service.

## **29. Phone Banking, Internet Banking and Password Services**

This section contains the terms and conditions which apply to your access to and use of our Internet Banking, Phone Banking and Customer Care (phone or email) Services.

These Services are available for the enquiries and transactions specified by us from time to time, details of which can be obtained from us.

By accessing these Services, you agree to be bound by the terms and conditions set out below.

These terms and conditions operate in addition to any legal rights we have or you have.

### **a. Definitions and Interpretation**

- 1. 'Services' means the Internet Banking, Phone Banking and Customer Care Services that we offer from time to time to enable you to receive information from us about accounts and account transactions and to transmit instructions to us electronically.
- 2. Internet Banking is our Internet Service you access with a personal computer (PC) by visiting our website and clicking on the Internet Banking button, or accessed via our Mobile Banking service. The Internet Banking Service can be accessed when a Customer Number, correct Access Code and Pass Code are keyed in.

3. Phone Banking is our automated phone service you access with a touch tone phone by dialing the Phone Banking phone number. The Phone Banking Service can be accessed when a Customer Number and correct Access Code are keyed in.
4. Customer Care means the password-protected Service provided by our staffed phone service which you access by phoning us or the electronic information service you access by secure messages through Internet Banking. Customer Care Services can be accessed when a correct password is supplied to one of our staff members or a secure message is sent through Internet Banking.
5. Access Code is the code which you will select to access the Services when your application to use the Services is accepted and approved by us.
6. Codes include the Access Codes, Pass Codes and Passwords.
7. Password is the word which you provide to us when your application to use the Service is accepted by us.
8. Device means a device given by us to you that is used to perform a transaction. Examples include an ATM card, debit card or a token that generates a pass code.
9. Facility means an arrangement through which a person can perform transactions.
10. Identifier means information that a user:
  - knows but is not required to keep secret; and
  - must provide to perform a transaction.Examples include an account number.

#### **b. Use of the Codes**

1. You can use the Services when your Customer Number and the correct Codes are supplied.
2. Your Codes must not relate to any readily accessible data or recognisable part of that data, such as your name, date of birth, phone number, names of a friend or relative or your account or customer number. You must not use an obvious combination of letters and numbers in sequence or one that can be easily guessed by someone else. You may be liable for losses incurred as a result of unauthorised transactions should your Code relate to any readily accessible data or recognisable part of that data.
3. We reserve the right to cancel any Codes at any time without notice.

4. You may at any time request in writing or by contacting the Customer Care that we withdraw your access to the Services. You will remain responsible for any transactions made on your account(s) using the Services until the request has been received and processed by us.
5. You may change your Codes at any time.

**c. Keeping Your Codes Safe**

1. You must keep your Codes secret and take steps to prevent unauthorised use of the Codes. You must ensure that no unauthorised person can gain access to your computer through the use of your Codes.
2. You must notify us as soon as possible if you suspect another person knows your Codes or has used your Codes without authority. If you unreasonably delay notifying us, your possible loss arising from unauthorised transactions may increase.
3. To guard against unauthorised use, it is important that you:
  - a. do not tell any unauthorised person your Codes;
  - b. do not allow any unauthorised person to watch you enter or hear your Codes;
  - c. keep your record of your Codes and transaction details separate and apart from each other;
  - d. do not voluntarily disclose one or more Codes to anyone, including a family member or friend;
  - e. where a device is also needed to perform a transaction, do not write or record Codes on a device, or keep a record of the Code on anything:
    - i. carried with a device, or
    - ii. liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the Code; and/or
  - f. Where a device is not needed to perform a transaction, do not keep a written record of all Codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Code(s).
  - g. For the purposes of sub-clauses e and f, a reasonable attempt to protect the security of a Code record includes making any reasonable attempt to disguise the Code within the record, or prevent unauthorised access to the Code record by:
    - i. hiding or disguising the Code record among other records,

- ii. hiding or disguising the Code record in a place where a Code record would not be expected to be found,
- iii. keeping a record of the Code record in a securely locked container, or
- iv. preventing unauthorised access to an electronically stored record of the Code record.

This list is not exhaustive.

- h. You must not act with extreme carelessness in failing to protect the security of all Codes where extreme carelessness means a degree of carelessness that generally exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing a user name and Code for internet banking in a diary, phone or computer that is not password protected under the heading 'Internet Banking Codes'.

#### **d. Checking Account Records**

1. You should check your account records carefully. If you believe a transaction is wrong or unauthorised you must tell us as soon as possible.
2. If we find an error in your account we will promptly correct the error, adjust interest and charges to the account and tell you.
3. If we do not agree that there is an error we will write to you as soon as possible giving you reasons for our decision.
4. If you have a query regarding a transaction on your account, please contact us via phone or drop into your nearest branch.

Please note that Voucher Retrieval Fees may apply (please refer to the *Fees and Charges for Deposit Accounts*).

#### **e. Liability for Unauthorised Use**

The following applies to ATM, EFTPOS and debit card transactions, online payments, internet and mobile banking and BPAY. This section applies to unauthorised transactions. It does not apply to any transaction that is performed by you or by anyone who performs a transaction with the knowledge and consent of you.

##### **When you are not liable for Loss**

1. You will not be liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
  - a. Fraud or negligence by a MyState employee

- or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- b. A device, identifier or pass code which is forged, faulty or expired or cancelled;
  - c. A transaction requiring the use of a device and/or pass code that occurred before you received the device and/or pass code (including a reissued device and/or pass code);
  - d. A transaction being incorrectly debited more than once to the same facility; and
  - e. An unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, and the security of a pass code has been breached.
2. You will not be liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a pass code, you are liable only if you unreasonably delay reporting the loss or theft of the device.
  3. You will not be liable for loss arising from an authorised transaction where it is clear that you have not contributed to the loss.

#### **When you are liable for Loss**

4. Where we can prove on the balance of probability that you contributed to the loss through fraud, or breaching the pass code security requirements:
  - a. You will be liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of code security is reported to us; but
  - b. You will not be liable for the portion of losses:
    - i. incurred on any one day that exceeds any applicable daily transaction limit,
    - ii. incurred in any period that exceeds any applicable periodic transaction limit,
    - iii. that exceeds the balance on the facility, including any pre-arranged credit, or
    - iv. incurred on any facility that we had not agreed with you could be accessed using the device or identifier and/or pass code used to perform the transaction.
5. You will be liable for losses arising from unauthorised transactions that occur because you contributed to losses by leaving your card in an ATM, providing that the ATM incorporated

reasonable safety standards that mitigate the risk of a card being left in the ATM. Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require you to swipe and then remove a card in order to commence a transaction.

6. Where we can prove, on the balance of probability, that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of pass codes has been breached, you:
  - a. are liable for the actual losses that occur between:
    - i. when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
    - ii. when the security compromise was reported to us,
  - b. are not liable for the portion of the losses:
    - i. incurred on any one day that exceeds any applicable daily transaction limit,
    - ii. incurred in any period that exceeds any applicable periodic transaction limit,
    - iii. that exceeds the balance on the facility, including any pre-arranged credit, or
    - iv. incurred on any facility that we had not agreed with you could be accessed using the device or identifier and/or pass code used to perform the transaction.

#### **Other situation-Limited Liability**

7. Where a pass code was required to perform an unauthorised transaction and clauses 29.e.4-6 do not apply, you are liable for the least of:
  - a. \$150,
  - b. the balance of the facility or facilities which we have agreed with you can be accessed using the device and/or pass code, including any pre-arranged credit, or
  - c. the actual loss at the time that the misuse, loss or theft of a device or breach of pass code security 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.

**f. Use of the Services**

1. The Services are available for the enquiries and transactions specified by us from time to time.
2. You will only be able to use the Services to access accounts when you are:
  - a. the account holder and sole signatory, or
  - b. authorised to act alone where there is more than one signatory.
3. Transactions made using the Services are also governed by the terms and conditions of the account being used and these terms and conditions do not affect the terms and conditions applying to those various accounts. In the event of a conflict between these terms and conditions and the terms of the relevant account, the terms and conditions which apply to the relevant account will prevail.
4. We will take all reasonable steps to ensure that the information made available to you through the Services is correct and is updated regularly at the intervals we specify from time to time.
5. We will make every effort to have the Internet Banking and Phone Banking Services available 24 hours a day, 7 days a week but we are not responsible or liable for any breakdown or interruption in the Services due to circumstances beyond our control.
6. We have no obligation to verify the authenticity of any instruction received from you or purporting to have been sent by you using the Services, and may, without further enquiry, act on any directions detailed in an instruction which on its face purports to be genuine.
7. We will endeavour to effect transactions on your account(s) that are received by the Services, provided there are sufficient funds available in your relevant accounts. We will not have any responsibility or liability for any refusal or omission to make all or any of the payments or for late payment or for any omission to follow any such instructions, due to circumstances beyond our reasonable control.
8. You will continue to be liable to reimburse us for any indebtedness incurred through the use of the Services whether or not you have closed your accounts with us.
9. We may set a monetary limit on the transactions to be carried out using the Services, details of which you can obtain from us from time to time.
10. A request to us cannot be stopped once it is received by us.

11. You are liable for all transactions carried out by you or by anybody carrying out a transaction with your authority, knowledge or consent, regardless of when the transaction is processed to your account.
12. If you have a complaint you should tell us as soon as possible. We will investigate the complaint and write to you as soon as possible giving you reasons for our decision.  
  
If we conclude from our investigations that no error has occurred, you may ask us to:
  - a. review our investigation; and
  - b. give you a copy of the material on which we based our decision. (We cannot give you material which may breach a confidence, legal duty or obligation or which may adversely affect security.)
13. If you are not satisfied with our answer, we will advise you of other avenues of dispute resolution open to you.

**g. Transfer of Funds**

1. Transfer of funds may be made to:
  - a. another account within this customer number;
  - b. another customer at this institution;
  - c. another Financial Institution (within Australia).
2. We cannot stop a transfer once you have instructed us to make it.
3. Daily limits may apply to these facilities.
4. To make an approved transfer, you must provide us with the BSB, Account Number, Name of the receiving party together with a reference for the receiving party. Customers should note that the account name does not form part of the payment instructions and that the name will be disregarded in making the payment and that we, and the receiving party's financial institution, may rely solely on the account number.
5. You must ensure that the transfer details are correct. Any errors in entering the details may result in a transfer being made to an incorrect payee, for an incorrect amount or the transfer not being processed.
6. Any error in the transfer details may result in a loss of funds and, to the extent permitted by law, we are not liable for any loss arising from any error in instructions given by you or an authorised user. You may be liable for the loss if the funds are unable



to be retrieved from a third party.

7. We have no liability to you for any transfers made in accordance with details provided by you.
8. We have no liability to you for the details provided to the payee by the receiving financial institution.
9. Transfers to other financial institutions will normally be processed to that institution within two (2) business days, subject to the time the transfer instruction was received.
10. We have no liability to you for the time taken by the receiving financial institution to process the transfer.
11. Sufficient cleared funds must be available before the transfer can be effected. Should sufficient funds not be available, the transfer may not be undertaken.
12. If the transfer is returned to us, we will advise you of this and credit your account with the amount returned.
13. Fees and charges may apply to this service. Please refer to the *Fees and Charges for Deposit Accounts*.

#### **h. System Malfunction**

1. We will not be liable to you for any loss caused by the Services malfunctioning if you were aware, or should have been aware, that the Services were unavailable for use or were malfunctioning. We will take reasonable steps to correct the errors in your account and to refund any fees or charges which would not have been imposed on you if the information was correct.
2. It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the Services.
3. We will not be liable to you for:
  - a. the unavailability of the Services to you, in whole or in part, because of the failure of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control; or
  - b. delays or errors in the execution of any transaction or instruction because of the failure of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control.

#### **i. Miscellaneous Matters**

1. We reserve the right to cancel, discontinue or withdraw the Services.
2. You agree to pay to us any fees relating to the relevant Services. Please refer to the *Fees and Charges for Deposit Accounts*.

## j. Internet Banking Second Factor Authentication

1. Second factor authentication, using SMS or a software token, is mandatory for both new and existing Internet Banking customers. Second Factor Authentication provides an additional layer of security for transactions which can involve a higher level of risk e.g. high value transactions, first-time payments to a new payee and password changes.
2. If you are registered for Second Factor Authentication via SMS, then in certain circumstances when processing a transaction in Internet Banking you will be prompted to enter a secure code. In order to complete the transaction you must then promptly enter the secure code which has been sent to your mobile phone via SMS.
3. For SMS, you will need to ensure that your current mobile number is registered with us (if unsure, call us on 138 001). You will also need to ensure that you promptly notify us of any change to your mobile number via a secure method as advised by us.
4. If you are registered for Second Factor Authentication via token, then in certain circumstances when processing a transaction in Internet Banking you will be prompted to enter a secure code. In order to complete the transaction you must then enter the current secure code which is generated every thirty (30) seconds on your token device.
5. Tokens issued remain the property of MyState and must be returned to us on request. The first token is issued free of charge. For joint account holders, the first token will be issued free of charge to both account holders. We reserve the right to charge for subsequent tokens and for replacement tokens. Please refer to the *Fees and Charges for Deposit Accounts*.

## k. Mistaken internet payments

The process for mistaken internet payments is governed by the ePayments Code.

**We cannot guarantee the return of mistaken internet payments, and will process requests on a best endeavours basis. It may not be possible to recover funds from an intended recipient.**

A mistaken internet payment is a payment by a user through a 'Pay Anyone' internet banking facility and processed by an authorised deposit-taking institution through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a bank/BSB or account number 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 account number.

This does not include payments using BPAY.

### **1. Making a mistaken internet payment**

- a. Where you identify that a mistaken internet payment has occurred, you must make a mistaken internet payment report as soon as possible to us, either via phone, via secure message through Internet Banking or at your nearest branch.
- b. We will investigate whether or not a mistaken internet payment has occurred. We may require you to provide documentary evidence or information in support of your mistaken internet payment claim.
- c. Where a mistaken internet payment claim is valid, we will lodge a request for the return of the funds from the receiving financial institution.
- d. The ePayments Code will apply which stipulates the obligations and timeframes for fund return. Note, only Financial Institutions that subscribe to the ePayments Code are obliged to comply with mistaken internet payment return requests.
- e. We will provide you with a written notice that sets out the results of the investigation into your mistaken payment report within 30 days of the date of you reporting the mistaken internet payment.
- f. Recovered funds will only be credited to your account upon return from the receiving financial institution.

### **2. Receiving a mistaken internet payment**

- a. Where we receive notification of a mistaken internet payment into your account, we reserve the right to place a freeze on the disputed funds without prior notice to you.
- b. On receiving a request for return of a mistaken payment, we will investigate whether a mistake has occurred.
- c. In conducting our investigation, we may request you to provide evidence of your entitlement to retain the funds. The fact that your account has been credited does not provide conclusive entitlement to the reported mistaken internet

payment credited to your account.

- d. If the funds are disputed within 10 days of the transaction and we are satisfied that a mistaken internet payment has occurred, where sufficient funds are available we will return the funds to the sending party.
- e. If the funds are disputed between 10 days and 7 months of the transaction, we will notify you that we will withdraw these funds and return them to the sender unless you can establish an entitlement to the funds within 10 business days of our notification of the mistaken internet payment to you. Failure to establish your entitlement will result in the funds being returned.
- f. If the disputed transaction is reported more than 7 months after the date of the transaction, we will seek your consent to return the funds to the sending party.
- g. Where we and the sending party are satisfied that a mistaken internet payment has occurred and there are insufficient funds available to return the full value of the mistaken internet payment, we will use reasonable endeavours to retrieve the funds from the unintended recipient, including but not limited to facilitating the repayment of the funds by the unintended recipient by instalments.
- h. Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink and insufficient funds are available to return the funds to the sending party in full, the Code of Operation for Centrelink Direct Credit Payment will apply.

## **30. Electronic Withdrawals**

- a. Electronic access is only available at your request to link your Visa Debit or rediCARD PLUS Card to selected accounts as described under Specific Terms and Conditions for Personal or Business Deposit Accounts contained in this booklet.
- b. You may withdraw money from your transaction and savings accounts by using your MyState Visa Debit or rediCARD PLUS Card at any rediATM, any Bank@Post agent (subject to acceptance) or Automated Teller Machine (ATM) operated by an alternative provider.
- c. EFTPOS is electronic funds transfer point of sale. This allows a merchant to debit your account for the cost of your purchases. Some merchants will also allow you to withdraw cash. The merchant may charge for this facility.

- d. The standard withdrawal limit using ATMs and EFTPOS is a combined total of \$1,000 per day, provided your account contains sufficient funds. A withdrawal limit for accounts using ATMs, EFTPOS and Bank@Post of a combined total of \$500 per day will apply to accounts in the name of a child, provided the account contains sufficient funds.
- e. We are a part of the national rediATM network and you can use ATMs of all other financial institutions within Australia. When overseas, if you have a Visa Debit card or rediCARD PLUS you can withdraw funds at any ATM displaying the Visa symbol.
- f. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*. Direct charge fees may apply to customers using non-rediATM. These fees are determined and charged by the ATM owner direct to the customer.

### **31. Branch Withdrawals**

- a. If you wish to make a withdrawal at a MyState branch we require you to provide satisfactory identification and may impose a daily limit on the amount that you withdraw. We may refuse the transaction if sufficient identification is not provided.
- b. If your account has a chequing facility this can also be used to access funds at any of our branches.
- c. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*.

### **32. Third Party Branch Withdrawals**

Third party identification that is satisfactory to us must be presented for all third party withdrawals. All withdrawals must be properly authorised by the account signatory.

### **33. Bank@Post Withdrawals**

- a. Subject to acceptance Bank@Post withdrawals may be available to MyState customers at Australia Post outlets throughout Australia.
- b. To make a Bank@Post withdrawal, the account must have a Visa Debit or rediCARD PLUS Card attached, and requires the input of a PIN.
- c. Withdrawals are limited to \$1,000 per day per card and totals are cumulative with EFTPOS and ATM withdrawals. A withdrawal limit for accounts using ATMs, EFTPOS and Bank@Post of a combined total of \$500 per day will apply to accounts in the name of a child.
- d. Cheque withdrawals are not available.
- e. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*.

## 34. Corporate Cheques

- a. You may request a withdrawal in the form of a MyState corporate cheque made payable to a person you nominate. We may charge you a fee. Please refer to the *Fees and Charges for Deposit Accounts*.
- b. You may instruct us to stop payment on our cheque if the cheque has been lost or stolen or obtained by fraud or otherwise without your authorisation. We may charge you a fee. Please refer to the *Fees and Charges for Deposit Accounts*.
- c. You must give us a written instruction in the form we provide or verbal instruction (through Customer Care) to stop payment on a MyState cheque and agree to indemnify us for any claims made against us arising out of the stop payment.
- d. We will not 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 provider of the goods or services.

## 35. Regular Payment Arrangements

- a. Cardholders are encouraged to maintain a record of any “Regular Payment Arrangement” they elect to enter into with a merchant.
- b. To either change or cancel any “Regular Payment Arrangement” a cardholder should contact the merchant at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the “Regular Payment Arrangement” we must accept the merchant’s transaction. If possible the cardholder should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to a dispute.
- c. Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing “Regular Payment Arrangement” to ensure arrangements continue. If you fail to undertake this activity your “Regular Payment Arrangement” either may not be honoured by us or the merchant may stop providing the goods and/or services.
- d. Should you elect to close your card account or your account is closed by us you should contact the merchant to revise your “Regular Payment Arrangement” as the merchant may stop providing the goods and/or services.

- e. Where we receive notification of the death of an account holder, the Regular Payment arrangements will cease and the Executor/Administrator will be required to make alternative payment arrangements.

## **36. Direct Debits**

- a. All payments must be authorised in writing to the originating organisation by an authorised signatory.
- b. We agree to accept authorised direct debits for the customer on the date specified provided the payment amount does not exceed the available balance.
- c. A fee may be charged if the payment cannot be made due to lack of available funds.
- d. The customer must cancel the authority with the originating organisation.
- e. Subject to any applicable law, we are not liable for any loss or damage from not acting as requested under this authority (even if it is caused by the negligence of an employee, agent or contractor of MyState).
- f. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*.

## **37. Periodical Payments (Permanent Payment Authority)**

- a. All payments must be authorised by an authorised signatory.
- b. Sufficient funds must be in the account prior to the day of the periodical payment date.
- c. We agree to send authorised payments for the customer on the date specified provided the payment amount does not exceed the available balance.
- d. The customer must notify us to cancel or alter the authority at least three days before the payment is made. We may charge a fee. Please refer to the *Fees and Charges for Deposit Accounts*.
- e. Subject to any applicable law, we are not liable for any loss or damage from not acting as requested under this authority (even if it is caused by the negligence of an employee, agent or contractor of MyState).
- f. Fees may apply. Please refer to the *Fees and Charges for Deposit Accounts*.

## 38. Cheque Facility

### Things you should know about your Cheque Facility

This information tells you about some of your rights and obligations and our rights and obligations.

This information does not apply to a corporate cheque we give you when withdrawing funds from your account.

### How long does it take to clear a cheque?

When you deposit a cheque denominated in Australian Dollars to a MyState account it will usually take three working days to clear, but may take longer in some cases. Foreign Currency cheques will usually take a minimum of 35 working days to clear, but may take longer. Refer to clause 24. Depositing Cheques for full details on cheque clearance arrangements.

You will not be able to withdraw any of the proceeds of a cheque until the cheque is cleared.

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. We cannot guarantee that a special clearance will take less time than a standard clearance.

### 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.

### Example of a “Not Negotiable” crossing

XYZ		Date / /
Pay Fred Smith .....	Not Negotiable	..... or bearer
The sum of Three hundred dollars only .....		\$300.00
		Signature .....

Crossing a cheque means drawing two 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 an “Account Payee” crossing

XYZ	Account Payee Only	Date / /
Pay Fred Smith .....		..... or bearer
The sum of Three hundred dollars 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 word “or bearer” and do not add the word “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:

- calling us with sufficient particulars to identify the cheque but we may insist on written confirmation; or
- writing to us with sufficient particulars to identify the cheque.

You must, of course, do this before we have paid the cheque.

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

When filling in a cheque:

- always write cheques in ink which cannot be rubbed out and never in pencil;
- never sign a cheque until you have filled it out completely;
- 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 “\$” symbol;
- start the amount in numbers close after the printed “\$” symbol 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		Date / /
Pay Fred Smith	Not Negotiable	or bearer
The sum of Three hundred dollars only		\$300.00
		Signature

### When can MyState 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 us 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.

### Cheque Facility Terms and Conditions of Use

- When we accept this application, you, the customer, acknowledge that you have appointed us and Cuscal Limited as your agents and you have authorised each of them to:
  - conduct accounts (“the Bank Account”) with a Bank (“the Bank”) to enable you to draw cheques for payment of goods and services out of the funds in your MyState Account in accordance with these Terms and Conditions; and
  - transfer funds to the Bank Account from your MyState Account to pay the amount of cheques on payment orders (“a cheque”) that you or your Authorised Signatories have signed and to pay the value of all costs, taxes or charges made by us or the bank.
- It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use.

You must:

1. keep your cheque book under secure control and in a safe place at all times;
  2. never give your cheque book or an incomplete cheque to any person;
  3. read your periodic statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
  4. contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.
- c. When you write a cheque you have a duty to fill it out carefully so that no-one else can alter it.

You must:

1. write the amount in both words and figures and never leave a gap between the words or figures;
  2. begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
  3. always write cheques in ink which cannot be rubbed out and never in pencil; and
  4. never sign a cheque until you have filled it out completely.
- d. You will be liable for all losses caused by your failure to observe the duties specified in sub-clauses b and c above. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
1. the fraudulent or negligent conduct of our employees or agents; or
  2. the same cheque being debited more than once to the same account.
- e. If the amount of any cheque presented for payment to the bank exceeds the Available Balance (as defined in sub-clause f below) in the MyState Account at the time the cheque is presented, we may instruct the bank to refuse to pay the cheque. In such event, we will advise you in writing by ordinary prepaid post, as soon as practicable, but will incur no liability for failure to do so. Where we refuse to pay a cheque in accordance with this condition or in accordance with any other provision, we may, at our absolute discretion, debit to the MyState Account any costs incurred through such refusal, and such costs shall constitute a debt from the customer to us.

- f. The “Available Balance” includes any funds lodged in the MyState Account, any unused overdraft or other agreed credit facility made available for the MyState Account. The Available Balance does not include deposits received but uncleared in accordance with our policy, nor does it include interest accrued but not credited nor deposits in transit.
- g. If the MyState Account is held in the name of two or more persons, all funds in that account and the Bank Account will be held in joint tenancy and if one of the parties should die, any balance in this account shall accrue in accordance with the law of survivorship in the State of Tasmania.
- h. In signing the application you have acknowledged that we are only required to instruct the bank to stop payment on any cheque when a MyState standard stop payment notice has been correctly completed, signed and delivered to us.
- i. In the event that a correctly authorised and presented cheque exceeds the Available Balance of the MyState Account, we are authorised, (but are under no obligation to do so), to transfer to that account or accounts held with us in the name(s) of the customer, sufficient funds within the Available Balance of such other account or accounts to allow payment of the cheque. We may, at our absolute discretion, debit a fee, as determined by us from time to time, to the MyState Account for each and every such transfer, and such fee shall constitute a debt from the customer to us. Notwithstanding this condition, we shall be held harmless from any claim whatsoever from the customer or any other person or organisation, should we fail or refuse to make such a transfer.
- j. If we, for any reason and without reference to you, pay a correctly authorised and presented cheque that exceeds your Available Balance with us then you shall incur a debt to us of the amount by which the cheque exceeds the Available Balance. In such circumstances the debt shall be repayable by you immediately upon our written demand if you fail to repay such debt then you shall be required to pay all costs and expenses whatsoever incurred by us in collection of that debt.
- k. In consideration of the service we provide in accordance with the Cheque Account, you will pay such charges as shall be determined by us from time to time in relation to all transactions and to all cheques drawn on, or deposits made to, the Bank in relation to the Customer’s Cheque Scheme.

- l. You hereby agree that our rights and liabilities in relation to our services pursuant to the Customer's Cheque Scheme shall be as a bank and collecting bank as defined by, or a banker referred to, in the *Cheques Act 1986* and any amendment thereof or substitution therefore.
- m. Fees and charges that apply to the Cheque Facility are stated in the *Fees and Charges for Deposit Accounts*.
- n. In this application and its Term and Conditions, the expression "The Customer" includes both the Prime Customer and, where applicable, the Joint Customer jointly and separately.
- o. The cheque book remains the property of MyState and must be returned if the account is closed or if requested by us.
- p. We may terminate this agreement with the customer at any time should the account not be conducted within the Terms and Conditions of Use.
- q. If for any reason the original cheque book is not available, we may require you to provide a replacement cheque.
- r. We have the discretion to honour any cheque you draw that may put your savings account into debit. Our honouring of your cheques in these circumstances does not constitute the granting of an overdraft facility such that you can expect us to honour subsequent cheques that may overdraw the savings account.

## **39. BPAY**

These Terms and Conditions will govern your access to BPAY. It is therefore important that you read these Terms and Conditions carefully before you use BPAY.

If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

### **1. Definitions**

- **Access Method** - means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- **Accounts** - means any account which we agree you may access for the purpose of effecting BPAY Payments.

- Banking Business Day - means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- Biller - means an organisation who tells you that you can make bill payments to them through BPAY.
- 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.
- BPAY Payment - means a payment transacted using BPAY.
- BPAY Pty Ltd - means  
BPAY Pty Limited  
ABN 69 079 137 518  
PO Box 1083 North Sydney NSW 2059  
Phone (02) 9922 3511
- CUSCAL - means Cuscal Limited.
- Cut Off Time - means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

In addition, references to:

- “we”, “us”, “our” or “MyState” are references to MyState Bank Limited through which you have elected to gain access to BPAY; and
- “you” or “your” are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

## 2. Security Breaches

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by:

Internet Banking (secure message) - [mystate.com.au](http://mystate.com.au)  
Customer Care - 138 001

- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

### **3. Using BPAY**

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
- d. 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 (e.g. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- e. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in sub-clause 3.d above or if any of the information you give us is inaccurate.
- f. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- h. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- i. 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.

#### 4. Processing of BPAY Payments

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in sub-clause 5) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see sub-clause 4.g) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - otherwise, on the next Banking Business Day after you direct us to make it. 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.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - 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
  - a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- f. If we are advised that your payment cannot be processed by a Biller, we will:
  - advise you of this;
  - credit your Account with the amount of the BPAY Payment; and
  - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.



- g. 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:
- 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
  - 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.

## 5. Future-dated/Recurring Payments

You may arrange BPAY Payments in advance of the time for payment. If you use this option you should be aware that:

- a. You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated or recurring 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 and you may be charged a dishonour fee.
- c. You are responsible for checking your Account transaction details or Account statement to ensure the future-dated or recurring payment is made correctly.
- d. You should contact us on 138 001 if there are any questions or problems with your future-dated or recurring BPAY payment.
- e. If you wish to delete a future-dated or recurring payment you must do so prior to the due date. You cannot stop the BPAY Payment on or after that date.

## 6. BPAY Transaction Limits

- a. We may limit the amount of BPAY Payments you may make on any one day.
- b. If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- c. We will advise you of all such transaction limits.

## 7. Refusing BPAY Payment Directions

You acknowledge and agree that:

- a. We may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- b. We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

## 8. Access Method Security Guidelines

This sub-clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

- a. You must not write a code on, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.
- b. You must not select a code that represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses that occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
- c. You must not tell or show the code to anyone else (including family and friends).
- d. You must not act with extreme carelessness in failing to protect the security of the code.

In addition, you must comply with the security guidelines that apply to your Access Method.

### **We recommend that you:**

- use care to prevent anyone seeing the details you enter to access BPAY;
- change any code at regular intervals;
- never reveal any code to anyone;
- never write any code down; and
- immediately notify us of any change of address.

The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with sub-clause 9 of these BPAY Terms and Conditions and the ePayments Code.

## 9. Your Liability for BPAY Payments

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. 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. Your liability for unauthorised BPAY transactions will be governed by clause 28.e Phone Banking, Internet Banking and Password Services.
- c. 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 the BPAY Terms and Conditions or acted negligently or fraudulently under this agreement.
- d. 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.
- e. Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

## 10. Malfunction

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment. In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system 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.

## 11. Reversals and Chargebacks

No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the merchant may have failed to deliver the goods and services to you.

This sub-clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any

statement to the contrary contained in any credit card scheme rules.

## **12. Consequential Damage**

- a. This sub-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 sub-clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this sub-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.
- b. 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.

## **13. Resolving BPAY Errors on Account Statements**

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - your name, Account number and card number (if any);
  - the date and amount of the BPAY Payment in question;
  - the date of the Account statement in which the payment in question first appeared; and
  - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- e. Within 21 days of receipt from you of the details of your complaint, we will:
  - complete our investigation and advise you in writing of the results of our investigation; or

- advise you in writing that we require further time to complete our investigation.
- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of 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.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code.
- h. If you are not satisfied with our decision your complaint can be reviewed by a Senior Manager of MyState. Please refer to clause 7. Complaints and Feedback in the General Matters section of this booklet for information on how to escalate your complaint.
- i. If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of an unauthorised BPAY Payment, we will:
  - give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

#### **14. Transaction Recording**

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

## 15. Transaction and Other Fees

- a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
  - issuing your Access Method or any additional or replacement Access Method;
  - using your Access Method;
  - any BPAY Payment;
  - giving you access to BPAY;
  - any other service provided in relation to BPAY, including error corrections.
- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future dated or recurring BPAY Payments that have failed due to insufficient funds in the relevant Account.

## 16. Changes to Terms and Conditions

- a. We may change these BPAY Terms and Conditions and BPAY fees and charges from time to time.
- b. We will notify you in writing at least 30 days before the effective date of change if the change to the Terms and Conditions will:
  - introduce a new fee or charge; or
  - vary the method by which interest is calculated or the frequency with which it is debited or credited.
- c. We will notify you at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
  - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - increase your liability for losses;
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
  - make any changes to your Account(s) in respect of which the law requires that notice be given to you.

We will notify you by:

- notice on or with periodic Account statements;
- direct written notice to you; or

- press advertisement in the national or local media; or
  - in any other way permitted by law.
- d. We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
- notice on or with periodic Account statements;
  - direct written notice to you;
  - press advertisement in the national or local media; or
  - in any other way permitted by law.
- e. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f. Information on our current interest rates is available on request.
- g. If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- h. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

## **17. Cancellation of BPAY Access**

- a. You may cancel your access to BPAY only by cancelling your access to Phone and Internet Banking. You may cancel your access at any time by giving us written notice.
- b. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the Terms and Conditions of your Account.
- c. We may cancel your access to BPAY for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.
- d. If, despite the cancellation of your access to BPAY you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.

- e. Your access to BPAY will be terminated when:
- we notify you that your Access Method or the Account with us has been cancelled;
  - you close the last of your Accounts with us which has BPAY access;
  - you cease to be our customer; or
  - you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

## 18. Privacy

- a. We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments and your use of BPAY View.
- b. If you register to use BPAY and BPAY View, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
1. Billers nominated by you;
  2. BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  3. CUSCAL.
- c. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in sub-clause 18.
- d. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in sub-clause 18 by contacting them.
- e. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment or to use BPAY View.

## 19. Miscellaneous

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the Terms and Conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods these BPAY Terms and Conditions will prevail.



- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with us.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our General Terms and Conditions.

## 20. BPAY View Special Terms and Conditions

- a. BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our website or by accessing our website.
- b. You need to register in order to use BPAY View. Call 138 001 to find out how to register or register at: [mystate.com.au](http://mystate.com.au)
- c. If you register with BPAY View, you:
  - 1. agree to our disclosing to Billers nominated by you:
    - such as your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
    - that an event in sub-clause 20.d.2,3,4,5 or 6 has occurred;
  - 2. agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;
  - 3. agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purpose of this sub-clause we are the agent, for each Biller nominated by you under above.
- d. You may receive paper bills and statements from a Biller instead of electronic bills and statements:
  - 1. at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - 2. if you or a Biller de-register from BPAY View;
  - 3. if we receive notification that your email mailbox

- is full, so that you cannot receive any email notification of a bill or statement;
4. if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  5. if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason; or
  6. if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- e. You agree that when using BPAY View:
1. if you received an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
    - at the email address nominated by you.
  2. if you receive notification on our website without an email then that bill or statement is received by you:
    - when a notification is posted on our website, whether or not you choose to access our website; and
    - at our website.
  3. bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
  4. you will contact the Biller direct if you have any queries in relation to bills or statements.
- f. You must:
1. check your emails or our website at least weekly;
  2. tell us if your contact details (including email address) change;
  3. tell us if you are unable to access your email or our website or a link to a bill or statement for any reason; and
  4. ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

g. BPAY View billing errors

1. For the purposes of this sub-clause g, a BPAY View billing error means any of the following:

If you have successfully registered with BPAY View:

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- giving a bill to the wrong person;
- giving a bill with incorrect details;
- If your BPAY View deregistration has failed for any reason:
- giving you a bill if you have unsuccessfully attempted to reregister from BPAY View.

2. You agree that if a billing error occurs:

- you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.
- you agree that for the purposes of this sub-clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

# General Matters

The following information is general information only and does not form part of the Terms and Conditions of your account. The Terms and Conditions that apply to the operation of accounts are found in the Terms and Conditions of this booklet and in the *Terms and Conditions for Visa Debit Card* and *Terms and Conditions for rediCARD PLUS*.

## 1. Anti-Money Laundering and Counter-Terrorism Financing Act 2006 Obligations

- a. In respect to identification requirements:
  - you agree to provide sufficient documentation as required by MyState Bank to enable us to provide you with the product or service you may request;
  - you agree that subsequent to provision of this documentation, MyState Bank may consider further verification of your identity necessary, and share some or all of this information with a third party provider of identification services. This provider will be subject to using this information in compliance with MyState Bank's Privacy Policy;
  - you agree that if MyState Bank is not satisfied with the identification documents, or their subsequent verification, then we may choose to decline to provide part, or all, of the products or services that you have requested; and
  - you agree that subsequent to the provision of a product or service, we may request further identification information to either supply you with further products or services, or continue to provide an existing product or service.
- b. In respect to services provided on the products we have provided:
  - you agree MyState Bank may delay, block, freeze or refuse to make a payment if MyState Bank believes on reasonable grounds that making the payment may breach any law in Australia or any other country;
  - you agree to provide all information to MyState Bank which MyState Bank reasonably requires to comply with any law in Australia or any other country. You agree MyState Bank may disclose information which you provide to MyState Bank where required by any law in Australia or any other country;

- unless you have disclosed that you are acting in a trustee capacity, or on behalf of another party, you warrant that you are acting on your own behalf in entering into any agreement with MyState Bank;
- you declare and undertake to MyState Bank that any payment of monies in accordance with your instructions to MyState Bank will not breach any law in Australia or any other country;
- we may be prohibited from effecting some internet banking transactions to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian law); and
- you agree that we will incur no liability to you if we delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene AML/CTF laws. We may suffer loss from you entering into transactions that would breach the AML/CTF laws or acting on someone else's behalf (unless they are a trustee) in breach of the AML/CTF laws. We may seek a customer warranty and indemnity based on the warranty.

## **2. Personal Identification Number (PIN)**

Your PIN is your electronic signature. It allows you to access your funds through an ATM, EFTPOS or Bank@Post outlet, using your Visa Debit or rediCARD PLUS card.

### **Changing your PIN**

If you would like to alter your PIN, you can do so via Internet Banking, at most rediATM's or by taking your card and current PIN to your nearest branch.

If you have forgotten your PIN and wish to select a new one, please take along your card together with sufficient identification (refer to clause 1. Customer Identification of this section).

If you know your current PIN, you can change it at any rediATM. To find your nearest rediATM, visit [rediatm.com.au](http://rediatm.com.au)

When choosing your new PIN, you must not select an obvious number, one that may be found in your purse or wallet, or one that can be guessed by someone else (such as your date of birth, your driver's licence number or any part of your customer or account number).

### **3. Regular Payments**

#### **What is a 'Regular' Payment?**

Regular payments can be either a recurring payment or an instalment payment, such as a Direct Debit authority.

A Regular Payment represents an agreement between you (the cardholder) and a merchant in which you preauthorise the merchant to bill your card account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example: You may ask your local gymnasium to charge your monthly gym membership fee to your credit card each month, or you may have purchased a new television from your local appliance store and are being billed by the merchant in subsequent multiple periods.

#### **What are the benefits of Regular Payments?**

There are many benefits for cardholders who set up regular payments including:

1. Ensures timely payments to the merchant.
2. Saves you time as the payment is processed automatically.
3. Saves you money as you do not have to pay for cheques, money transfers or postage, and payments will be made on time avoiding late fees.

#### **Customer Responsibilities and Obligations**

Regular payment arrangements are an agreement between you (the cardholder) and the merchant. You should keep a record of all regular payment arrangements you have established with your merchant and store in a safe place. A template for recording your regular payment arrangements is available from the Australian Payments Clearing Association website [www.apca.com.au](http://www.apca.com.au)

You are responsible for notifying the merchant when your account details change, including a change in card number and/or change of card expiry date. Until you notify the merchant, we are required to process transactions from the merchant. We recommend you keep a copy of any change in account details letter sent to your merchant and your earlier regular payment agreements. A template letter for this purpose is available at [mystate.com.au](http://mystate.com.au) This correspondence will be required when your merchant does not comply with your request in a timely manner and you decide to dispute any incorrectly charged regular payments.

#### **Customer Rights to Dispute**

Any issues with your regular payments, including the failure of the merchant to act on a change in account details advice, should be taken up directly with your merchant first. Should further assistance be required to resolve an issue between yourself and a merchant, contact us for more information.

## 4. Financial Difficulty

You should always contact us promptly if you are in financial difficulty and are repaying a loan or have an overdraft account with us. In certain circumstances, the law says that we must take reasonable steps to assist you if you are finding it difficult to repay a loan.

Even if you are only experiencing temporary difficulties, we may be able to reduce your repayments or give you a payment free period until you get back on your feet.

In fact, we may be able to help you even if you don't have a loan or overdraft so don't hesitate to contact us if you are experiencing financial difficulties.

## 5. Complaints and Feedback

We work hard to deliver the best banking experience possible to our customers. We value your opinion, so if a product or service does not meet your expectations, we want to know about it.

Our team is here to listen, and ready to help you resolve any complaints or concerns you may have. Plus, your feedback gives us the opportunity to better our products and services, which is something we continually strive to do. So if you have a complaint, concern, suggestion or just wish to give some feedback, please don't hesitate to get in touch.

### Making a complaint

When you make a complaint we will:

- try to resolve the matter on the spot - in most situations we can do this;
- keep you up to date on our progress;
- work hard to resolve your matter within 21 days;
- let you know in writing if we require more information or more time to investigate your matter; and
- provide you with a final response within 45 days.

If we are unable to provide a final response to your complaint within 45 days, we will inform you of the reasons for the delay.

To help us get the best understanding of your concern, we recommend that you:

- be prepared with any supporting documents or evidence you think will help clarify your concern; and
- be as clear as possible about what has happened.

### To make a complaint

#### Step 1 Talk to us

In most situations, we will be able to resolve the matter for you on the spot. Call us on 138 001 or visit your nearest branch. If you prefer to put your

complaint in writing, you can email or write to us, or complete and return the *Complaints, Compliments and Feedback form* available at [mystate.com.au](http://mystate.com.au).

**Phone** 138 001  
**Email** [mycomplaint@mystate.com.au](mailto:mycomplaint@mystate.com.au)  
**Mail** Complaints Officer  
MyState  
GPO Box 1274  
HOBART TAS 7001

If your complaint is complex or needs a detailed investigation, we will make sure that it is referred to the right department promptly and will respond to your complaint as quickly as possible.

## **Step 2 Ask for your complaint to be reviewed**

If you are not satisfied with our initial response, you can request the matter be reviewed by our Customer Advocate. You can contact us by phone, in writing by mail or email, or in person at your nearest branch. Please let us know your customer number, the reason why you are not satisfied with our initial response and the outcome you are seeking. We will make sure that it is referred straight away to our Customer Advocate for review and a response.

Our Customer Advocate's role is to act as independently as possible and make sure that your complaint is handled fairly.

### **Customer Advocate Review**

**Phone** 138 001  
**Email** [customeradvocate@mystate.com.au](mailto:customeradvocate@mystate.com.au)  
**Post** GPO Box 1274, Hobart TAS 7001

## **Step 3 External review**

If, despite everyone's best efforts you remain dissatisfied with our Customer Advocate's response, you may wish to have the matter investigated by someone else. The Financial Ombudsman Service (FOS) offers a free independent dispute resolution service for the Australian banking, insurance and investment industries. You can contact the FOS by:

**Phone** 1800 367 287  
**Fax** 03 9613 6399  
**Post** GPO Box 3 Melbourne VIC 3001  
**Email** [info@fos.org.au](mailto:info@fos.org.au)  
**Web** [www.fos.org.au](http://www.fos.org.au)



For information regarding complaints about your privacy, please refer to our *Privacy Policy* available at [mystate.com.au](http://mystate.com.au), by calling us on 138 001 or dropping into your nearest branch.

## **6. Privacy and Confidentiality**

MyState is bound by the Australian Privacy Principles under the *Privacy Act 1988 (Cth)* and the privacy and confidentiality of your personal information is important to us.

Our *Privacy Policy* outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information. For a copy of this brochure, visit [mystate.com.au](http://mystate.com.au) call 138 001 or drop into your nearest branch.

## **7. ePayments Code**

We warrant that we will comply with the ePayments Code where that code applies. The ePayments Code regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking and BPAY. The ePayments Code is a voluntary code of practice administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at [www.asic.gov.au](http://www.asic.gov.au)

## **8. Recording of Phone Calls**

We may arrange for all phone calls to be recorded for training and quality assurance purposes. Account transaction and administration instructions accepted via recorded phone access may be retained for record keeping purposes.

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**138 001 | [mystate.com.au](http://mystate.com.au)**