



**Defence  
Bank**

**defencebank.com.au  
1800 033 139**

# Product and services.

Conditions of Use.  
Effective 20 September 2019.

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## Conditions of Use.

This document contains Terms and Conditions for:

### **Savings Accounts.**

- Basic Access. (no longer available for new accounts)
- Budget Savings. (no longer available for new accounts)
- Cadet Saver.
- Cash Management.
- Christmas Savings. (no longer available for new accounts)
- Everyday Access.
- Flexi Term. (no longer available for new accounts)
- General Insurance Savings. (no longer available for new accounts)
- Investment Savings. (no longer available for new accounts)
- iSaver.
- Kids Club Savings.
- Max eSaver.
- National Access. (no longer available for new accounts)
- Offset.
- Pension Saver.
- Salute.
- Teen Saver.

### **Term Deposits.**

- Term Deposit.

### **Transaction Products.**

#### **Electronic Banking.**

- Online Banking.
- Mobile Banking.
- Telephone Banking.
- BPAY®\*.
- Visa Debit Card.
- rediCARD.
- Osko.

#### **Other Payment Services.**

- Direct Debits.
- Direct Credits.
- Auto Transfers.
- Member Cheques.

\* BPAY® is a registered trademark  
of BPAY Pty Ltd ABN 69 079 137 518.

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## **Introduction.**

Defence Bank's Products and Services Conditions of Use (DPS) contains important information about Defence Bank savings accounts, term deposits and the various payment facilities we offer. The DPS has been prepared to assist you in understanding the range of products we offer to our members. The information contained in this DPS will assist you to make an informed decision on whether to use any of the products covered by this DPS.

## **Definitions.**

### **In these Conditions of Use:**

**account** – a bank account you hold with us either in your own name solely or in your name and in the name of another.

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

**ADI** – Authorised Deposit-taking Institution.

**ATM** means an Automatic Teller Machine.

**Auto Transfer** – Auto Transfers are payments you direct us to make periodically on your behalf and can be made to:

- Accounts in your name with Defence Bank or other financial institutions, or
- Accounts in the name of individuals, businesses, charities and the like with Defence Bank or other financial institutions.

**available balance** – the amount of any funds credited to your account but excluding:

- Deposits received but not cleared.
- Interest accrued but not credited.
- Deposits in transit.
- Cheques written but not presented.
- Visa transactions not yet debited.
- Uncollected P2P payments.

**BECS** – the Bulk Electronic Clearing System.

**billor** – any person to whom you request we make a payment, other than us and in relation to BPAY payments means a biller who participates in BPAY.

**BPAY** – 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** – a payment transacted as part of the BPAY Scheme but does not include an Osko payment.

**Business Banking** – provides members operating a business account with the ability to transact via Electronic Banking.

**business day** – a day that is not a Saturday, a Sunday, a public holiday or a bank holiday.

**card** – the Visa Debit Card/rediCARD we have issued to you or to any other person at your request to enable you or that other person to access funds in your account(s) or any other card as we advise you from time to time.

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

**cardholder lost and stolen hotline** – a dedicated telephone service line established by the industry solely for cancelling rediCARDS and Visa Cards.

**Contactless** means Transactions made by holding or tapping a Card (which is capable of making a contactless Transaction) in front of an Electronic Terminal without having to insert or swipe the card.

**Contactless Symbol** means 

**Cuscal** means Cuscal Limited ABN 95 087 822 455.

**cut off time** – the time that your BPAY payment or electronic transfer instruction must be received by us in order for those instructions to be processed that day.

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

**Digital Channels** means the Defence Bank mobile banking application or internet banking.

**Digital Wallet** means an electronic device or an online service that securely stores payment information and allows for electronic transactions to be made.

**direct debit request** – the request between you and a biller authorising the biller to have funds debited from your account with Defence Bank.

**Electronic Banking** – facilities developed by Defence Bank to enable you, via telephone, online or mobile devices to make payments and transfers from your account and/or to obtain information and make requests about your account or generally about the products and services we offer. The expression Electronic Banking incorporates BPAY.

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

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

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

**ePayments Code** – the electronic payments Code issued by the Australian Securities and Investments Commission (ASIC).

**equipment requirements** – any equipment/software as specified by us that you will require to access and use Electronic Banking.

**facility** – an arrangement through which a person can perform transactions.

**Fees and Charges Schedule** – a document produced by us setting out fees and charges applicable to products and services provided by us.

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

**Linked Account** means your account(s) to which you link a VISA debit card and/or PayID, and includes any overdraft or line of credit which you may attach to your Linked Account and which are enabled to make and receive Osko payments.

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

**mistaken internet payment** – a payment through a “pay anyone” internet banking facility and processed by us through BECS where funds are paid into the account of an unintended

recipient because you enter or select a PayID or a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- Your error, or
- You being advised of the wrong BSB number and/or identifier but, does not include payments made using BPAY.

**mobile device** – a portable or handheld device such as a smartphone or tablet computer.

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

**NPP** – means the New Payments Platform, an open access infrastructure facilitating the making of fast payments in Australia.

**Mobile Banking** – where you access Online Banking via the Defence Bank App for mobile devices.

**Online Banking** – where you access Online Banking via the internet.

**Offset account** – any account where the balance is offset 100% against the balance of a linked mortgage loan.

**Osko** – the payment service provided by BPAY utilising the functionality of the NPP.

**Osko terms** – the terms that apply when Osko Payments are made or received as set out in Part 4, Section 1A of this DPS (Payment Facilities and Services – Osko payments).

**Osko payment(s)** – a payment made by you or on your behalf to a payee using Osko.

**Osko service(s)** – a payment service which allows customers to make and receive Osko payments in near real time utilising the NPP and such other services which may be offered to you via Osko from time to time.

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

**password** – a unique alphabetical and/or numeric combination and includes VIP Access and an SMS code where applicable. This will enable you to have secure access to Electronic Banking. A secure password is initially issued by us, but is then changed by you on first time use.

**Payee** – means a person to whom you make an Osko payment.

**PayID** – means any of the following, which can be linked to an account:

- (a) mobile telephone number or email address;
- (b) for business customers, ABN, ACN, ARBN or ARSN; or
- (c) any other type of identifier as permitted by the NPP and supported by us.

**PayID name** – means the name registered with a PayID, intended to help identify the recipient of the PayID in the *PayID service*. It must reasonably reflect your real name.

**PayID service** – the registry created under the NPP where PayIDs are recorded and administered.

**PayID terms** – the terms contained in Part 7 of this DPS.

**payment** – a debit to your account of an amount and payment of that amount to a third party and includes BPAY.

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

**PIN** means the Personal Identification Number issued to you or a Nominee by us including an additional or replacement PIN, for use with a VISA debit card when giving an instruction through Electronic Equipment (except for Contactless Transactions under AU \$100, if applicable).

**P2P payment** – means a payment we make pursuant to a request made by you that we pay to mobile or pay to email.

**receiving ADI** – an ADI which subscribes to the ePayments Code and whose customer has received an internet payment.

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

**SMS** – the telecommunications ‘short message service’ technology which may allow text messages to be sent to your mobile phone.

**telephone banking** – where you access Telephone Banking via the telephone.

**transaction authentication password** – a unique combination of alphabetical and numeric characters which gives you secure transactional processing and data update capability within Online Banking.

**transaction** – a payment or transfer to or from your account(s).

**transfer** – this is where your account is debited and your or another Defence Bank member's account is credited.

**unintended recipient** – the recipient of funds as a result of a mistaken internet payment.

**user ID** – the numerical or alphabetical identification, currently your member number, issued to you by Defence Bank which you use to access Electronic Banking in conjunction with your passwords.

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

**VIP Access** – A level two security feature you may register to use as provided by Symantec™ Validation & ID Protection (VIP) Access for Mobile which, when the App is downloaded to your mobile device, will provide you with an additional level of security when using Online Banking.

**Visa Debit Cash out** means the ability to take cash out at a merchant during a purchase at point of sale.

**Visa Debit Card (“VISA card”)** means the Visa Debit Card issued to you or your Nominee cardholder by Defence Bank. This excludes VISA Credit Card.

**Visa Direct** means the funds transfer service which allows funds to be transferred (and received immediately) from one Visa Card to another.

**you, your or member** – the Defence Bank member utilising a product or payment facility referred to in this DPS or any person authorised to act on behalf of the Defence Bank member.

In addition, references to:

- **We, us, our** and Defence Bank refers to Defence Bank Limited.
- **You or your** are references to you, the account holder(s) or the Nominee(s), in respect of the account. See conditions for Joint Accounts in Part 1 of Section 1 which deem acts, omissions and failures to observe these conditions by certain other persons to be your acts, omissions and failures.

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

#### **IMPORTANT.**

You should read this DPS carefully. Always retain a copy for future reference.

## **Application of this DPS.**

This DPS will apply immediately when you acquire one of the products or use any payment facility or service referred to in this DPS.

If the law implies any Terms and Conditions in relation to the products or facilities or services covered by this DPS which cannot be excluded, our liability under those implied Terms and Conditions will be limited to the maximum extent permitted by law.

In the event of any inconsistency between this DPS and any other Terms and Conditions applying to the products, the facilities or the services covered by this DPS, including those implied by law, then to the extent permitted by law the provisions of this DPS shall prevail.

## **ePayments Code.**

We subscribe to the ePayments Code.

The ePayments Code regulates electronic payments including ATM, EFTPOS and credit card transactions, online payments, online and mobile banking and BPAY. It also provides key consumer protections in cases of fraud and unauthorised transactions and plays an important role in the regulation of electronic payment facilities in Australia.

## **Financial Claims Scheme.**

When you acquire any of our deposit products described in this DPS you will be covered by the Financial Claims Scheme (FCS).

The Financial Claims Scheme was established to protect depositors of Authorised Deposit-taking Institutions (banks, building societies and credit unions) from potential loss in the event that an institution fails or becomes insolvent.

The Scheme provides protection to depositors up to \$250,000 per account holder per Authorised Deposit-taking Institution, as well as seeks to provide access to these deposits in a timely manner.



The Scheme is administered by the Australian Prudential Regulatory Authority (APRA). Further information in relation to the Scheme can be obtained from the Financial Claims Scheme website ([fcs.gov.au](http://fcs.gov.au)).

## Varying Terms and Conditions.

We are obliged to notify you of changes to this DPS in the following manner with respect to:

Variation.	Period of Notice.
Introduction of a new fee or charge or increase in an existing fee or charge.	30 days advance notice.
Change to method by which interest is calculated or the frequency with which it is debited or credited adverse to the account holder.	30 days advance notice.
Increase in liability for losses for electronic banking transactions.	30 days advance notice.
Change in interest rate.	By date of change.
Change in penalty interest rate.	By date of change.
Other Changes.	Before the change or event occurs or as soon as practicable after, but not more than 3 months after, the change or event occurs.

We will notify you of changes in writing, by posting notice to our website or where authorised, electronically.

## Complaints and Disputes Resolution Process.

Defence Bank is committed to providing Members with the best possible service. If at any time you feel we have not met our obligations – or you have a complaint about any of our

products or services – please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, effectively and fairly.

### How to make a complaint.

If you have a complaint, we request you follow these steps: In the first instance:

- by visiting your local branch; or
- calling our Contact Centre or representative on 1800 033 139; or
- emailing [info@defencebank.com.au](mailto:info@defencebank.com.au).

If you are still not satisfied with the resolution of your complaint, you may contact Defence Bank's Complaints Officer by:

- Emailing: [info@defencebank.com.au](mailto:info@defencebank.com.au) (Attention to the Complaints Officer); or
- Writing to:

**The Complaints Officer  
Defence Bank  
PO Box 14537  
Melbourne VIC 8001**

### Keeping you informed.

If a staff member cannot resolve the complaint to your satisfaction within 5 days, we will acknowledge receipt of the complaint to you in writing and we will also advise the procedures we will follow in investigating and handling your complaint.

During the time that a complaint is under further investigation we may also contact you to request further information to assist us in completing our review.

In the majority of cases you will be advised of the outcome of our investigation and the reason(s) for our decision in writing within 21 business days. Should there be exceptional

circumstances causing a delay, we will inform you that more time is required and provide reason(s) for doing so. In these circumstances, it is our expectation that your complaint should be resolved within a maximum of 45 days from the date you lodged the complaint with us.

## Still not satisfied?

If you are not satisfied with our final response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Address.** Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

**Phone.** 1800 931 678 (free call)

**Email.** [info@afca.org.au](mailto:info@afca.org.au)

**Online.** [afca.org.au](http://afca.org.au)

Time limits may apply to complain to AFCA so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires. You should also note that if our internal dispute resolution process is still in progress, AFCA may request that our internal review be completed before considering your complaint any further.

## Privacy Notice.

This Privacy Notice outlines personal information we may collect from you and how we deal with that information in relation to the products and services referred to in the DPS and our rights and obligations in relation to that information.

This Privacy Notice also outlines how we deal with your credit-related personal information which is relevant in circumstances where you apply for a loan or obtain credit from us.

## What information can be used and disclosed?

*The Privacy Act 1988* (Cth) allows us and other applicable persons to disclose personal information about you when

related to the primary purpose for which it was collected. When providing credit to you, this personal information may include credit information such as:

- details to identify you and verify your identity, such as your name, sex, date of birth, current and 2 previous addresses, your current and last known employer, and your driver licence number,
- the fact that you have applied for credit and the amount or that we are a current credit provider to you, or that you have agreed to be a guarantor,
- advice that payments previously notified as unpaid are no longer overdue,
- information about your current or terminated consumer credit accounts and your repayment history,
- payments overdue for at least 60 days and for which collection action has started,
- in specified circumstances, that in our opinion you have committed a serious credit infringement,
- the fact that credit provided to you by us has been paid or otherwise discharged, and
- other information about credit standing, worthiness, history or capacity that credit providers can disclose under the Privacy Act, including a credit report.

We may also disclose personal information collected from you that is sensitive. This includes information about your health and wellbeing. Your sensitive information will only be disclosed where relevant to the purposes for which it was collected and generally with your consent.

## How we use your information.

When you apply for a membership, loan, deposit account or other products and services, we will collect personal information about you. We will use this information for the purpose of the relevant application and to assist us in providing you with the product or service applied for and for managing our business. We may also be required to collect, use and disclose information provided by you to comply with relevant laws and regulations.

When providing credit to you, our use of your personal information may include to:

- assess your application for consumer or commercial credit or to be a guarantor for the applicant, assess your credit worthiness, manage your loan or the arrangements under which your loan is funded or collect overdue payments,
- allow a credit reporting body to create and/or maintain a credit information file about you, and
- if you are in default under a credit agreement, notify and exchange information with a credit reporting body, with other credit providers and any collection agent of ours.

If you are unable to provide us with the personal information requested, then we may be unable:

- to provide you with the product or service you applied for,
- to manage or administer your product or service,
- to verify your identity or protect you from fraud, or
- to tell you about other products or services that may be of interest or benefit to you.

We may also use personal information collected from you in order to tell you about other products and services. You can let us know at any time if you wish to no longer receive direct marketing materials from us.

## Who can give or obtain information?

For the purpose of providing products and services to you and managing our business, we may give information to or obtain information from:

- external service providers we use such as:
  - (i) organisations we use to verify your identity,
  - (ii) payment systems operators including provision of cards, cheque books and cash,
  - (iii) mailing houses,
  - (iv) research consultants,
  - (v) medical professionals, where we seek to confirm your health status,

- (vi) valuers, insurers (including mortgage insurers), reinsurers, claim assessors and investigators,
- (vii) other financial institutions, or
- (viii) organisations who maintain our computer systems and records and administer our products and services,

- superannuation funds, where superannuation services are provided to you,
- mercantile agencies and debt collecting agencies, if you have not repaid a loan as required,
- our professional advisors, such as accountants, lawyers auditors and rating agencies,
- real estate agencies,
- commonwealth, state or territory authorities that give assistance to facilitate the provision of home loans to individuals,
- other credit providers and their professional advisors,
- your representatives, for example, lawyer, mortgage broker, financial advisor, conveyancer or attorney, as authorised by you, or
- government and regulatory authorities, if required or authorised by law.

In addition, in connection with providing credit to you, we and the persons who are described as “Credit Providers” below may:

- obtain a consumer and/or commercial credit report containing information about you from a credit reporting body,
- obtain personal information about you from your employers and any references you may provide,
- exchange credit information about you with each other, and
- exchange credit information about you with any credit reporting body and any other provider of credit to you named in your credit application or a credit report from a credit reporting body.

The expression **Credit Providers** includes:

- us
- our related companies
- other entities that may be involved in a securitisation arrangement which we use to fund your loan in the securitisation of your loan and any loan originator.

## Important information about credit reporting bodies.

If you apply for any kind of credit, we may disclose information to a credit reporting body. That includes disclosing that you are in default under a credit arrangement or have committed a serious credit infringement if that is the case. (Specifically, we may disclose information to or collect information from Equifax Ltd, whose privacy policy is at [equifax.com.au](http://equifax.com.au), illion Australia Pty, whose privacy policy is at [illion.com.au](http://illion.com.au) and Experian, whose privacy policy is at [experian.com.au](http://experian.com.au)).

Credit reporting bodies collect credit information about individuals which they provide as credit reports to credit providers and others in the credit industry to assist them in managing credit risk, collecting debts and other activities.

“Credit pre-screening” is a service for credit providers wishing to send direct marketing material about credit services. A credit reporting body uses information it holds to screen out individuals who do not meet criteria set by the credit provider. From 12 March 2014 credit reporting bodies must maintain a confidential list of individuals who have opted out of their information being used in pre-screening. To opt-out of credit pre-screening, contact the credit reporting body, using the contact details on their websites, referred to above.

You can also ask a credit reporting body not to use or disclose your personal information for a period if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

## Overseas disclosures.

On occasion, we do employ the services of overseas based organisations (the countries in which they are located are disclosed in our Privacy Policy published on our website at [defencebank.com.au](http://defencebank.com.au)). Where information is disclosed outside Australia, we will only do so on the basis that the information will be used for the purposes set out in this document.

## Security and Privacy Policy.

### Security.

We take reasonable steps to ensure that your personal information gathered by us (through our website or otherwise), and held by us is protected from misuse, interference and loss and from unauthorised access, disclosure or modification.

### Privacy Policy.

Our Privacy Policy ([defencebank.com.au/privacy](http://defencebank.com.au/privacy)) provides additional information about how we handle your personal information. It sets out how you can ask for access to personal information we hold about you and if you deem necessary, how you can seek to correct that information. It also explains how you can complain about a breach of the Privacy Act or the Credit Reporting Code of Conduct, and how we will deal with your complaint. We will give you a copy of our Privacy Policy on request.

## Contact Us.

**Privacy Officer.** Our Privacy Officer’s contact details are:

**Address.** PO BOX 14537  
Melbourne VIC 8001

**Phone.** 1800 033 139

**Email.** [info@defencebank.com.au](mailto:info@defencebank.com.au)  
(marked to the attention of the Privacy Officer)

## Part 1. General Information.

### Section 1 – Account Opening.

#### Account Opening Procedures.

In accordance with the *Anti-Money Laundering/Counter-Terrorism Financing Act 2006* (Cth), we are required to verify the identity of all our members before we can offer our products and services.

This usually involves collecting information about you, such as your name, address and date of birth and verifying that information against certain documents that you provide to us. These documents may include your current driver licence or passport etc.

Defence Bank reserves the right to provide a savings account to you and set the interest rate, maximum deposit and minimum deposit amounts.

#### Taxation Implications.

##### Income Tax.

Under the *Income Tax Assessment Act 1997* (Cth), tax may be payable on any interest earned on monies deposited in your account.

##### Tax File Number.

You are not obliged to disclose your tax file number to us. However, if you do not then we are obliged by law to deduct tax from any interest that you earn at the highest marginal rate plus the Medicare levy.

If you are a non-resident of Australia you are not required to provide a tax file number, however you will be subject to withholding tax on interest earned.

##### Joint Accounts.

Accounts may be conducted jointly with another person in the names of the individuals.

The following conditions apply:

- Deposits may be accepted which are payable to either one or both of the account holders.

- Liability for debts or overdrawn amounts is both joint and individual. For example, you will be jointly and individually liable should the account become overdrawn as the result of the actions of the other account holder, ie. them raising a direct debit which is paid in the absence of sufficient funds and the account becoming overdrawn.
- Upon account opening you will be required to complete in writing an account signing authority which will specify who can operate the account. For example an account in joint names can be operated on an any one account holder to sign or both account holders to sign basis.
- If one of the parties should die then any remaining balance shall be paid to the other account holder.
- Any changes to who can operate the account will need to be in writing and signed by both account holders.
- If Defence Bank is notified in writing of a dispute between account holders, we may require all account holders to sign to operate the account.
- Defence Bank can send statements of account, changes to the DPS and other notices by mailing or emailing them to the first named account holder at the mailing address or email address we hold.
- In the case of joint accounts, full access to the facilities of Electronic Banking is only available to members whose account operating authority is 'Either to Sign' or who have registered for Business Banking or Two to Sign Banking. Where the account operating authority is 'Either to Sign' then you are liable for any acts or omissions or failure to observe these conditions by the other account holders and any act or omission of another account holder or failure by another account holder to observe these conditions will be deemed to be your act, omission or failure as the case may be.
- Members with joint accounts, multiple account holders and business accounts with account signing authorities requiring more than one signature and who have not registered for Business Banking, may be offered limited access to Electronic Banking. This limited access will permit the viewing of account detail and statements of account, however Online Banking will not be able to be used to conduct transactions.
- These conditions apply to all accounts where the account signing authority requires two or more signatures. For the avoidance of doubt this includes personal accounts, business accounts, Mess accounts and the like.

## Section 2 – Account Operation.

### Account Signatories.

At the time of opening the account, we will provide you with a form on which you will be required to authorise in writing who will have authority to operate your account.

### Deposits and Withdrawals.

#### Deposits.

Deposits to accounts may be made:

- In person at a branch.
- In person at a National Australia Bank (NAB) branch. NAB may charge a fee for this service. You will need to supply BSB 833-205 together with a link number, which will direct the deposit to your specific Defence Bank account. The link number is available by calling 1800 033 139 or from your Defence Bank branch.
- In person at Bank@Post outlets (a Visa or rediCARD is required).
- By Direct Credit or Internal Transfer.
- By Inward Electronic Transfer.
- By Osko Payment.
- By Mail (cash should not be forwarded by mail).

#### Withdrawals.

Withdrawals from accounts may be made:

- In person at a branch.
- In person at Bank@Post outlets (Visa or rediCARD required).
- By personal cheque.
- By Defence Bank Cheque.
- By Visa transaction.
- By Automatic Teller Machine (ATM) and Point of Sale (POS) terminal (Visa or rediCARD required).
- By telegraphic transfer (the method for a payment to be made to an international bank account).
- By authorised Direct Debit.
- By authorised Auto Transfer.

- By Online Banking.
- By Osko Payment.
- By Mobile Banking.
- By Telephone Banking.
- By BPAY

### Right of Set-Off.

If you have more than one account (including a loan account) with us, we may set off the credit balance of any of your deposit accounts against any debt owing by you to us from time to time. This means that we can transfer money from one account to another if one or more deposit accounts are overdrawn without prior authorisation, or a loan repayment has not been made. We will inform you if we exercise this right of set-off.

### Mistaken Internet Deposits.

Where a deposit is made to your account via an internet banking facility, and the sender of those monies asserts that they made a mistaken internet payment, then we are obliged to investigate the matter and may be required to return those funds to the sender's ADI. In those circumstances we are regarded as a "receiving ADI" and the obligations imposed on us in that capacity are as set out in Section 2 of Part 4 of the DPS.

We may debit or place a stop on your account at any time in respect to a mistaken internet deposit until such time as we have complied with our obligations under the ePayments Code in our capacity as a receiving ADI.

### Overdrawn Accounts.

You must not overdraw your account without our prior agreement. Any amount overdrawn without prior agreement is repayable immediately. We may at our discretion allow the overdrawing of an account and impose a fee each time we permit an account to be overdrawn, or for a debit balance to increase once it is already overdrawn.

## Change of Personal and Account Details.

You should notify us promptly of any changes to your details, including change of name, address, telephone number or email address. We will not be responsible for any errors or losses associated with changes to your details where we have not received prior notice.

## Closure of Accounts.

Requests to close accounts must be signed in accordance with the account signing authority. All unused cheques and Visa or rediCARDS must be surrendered for cancellation prior to closure. Direct debits and direct credits attached to the particular account must be cancelled or amended and this is the responsibility of the account holder to arrange.

Similarly, requests from one joint account holder where the account signing authority is 'either to sign' to change to 'all to sign' can only be accommodated where all unused cheques and Visa or rediCARDS are surrendered.

We may close an account of yours at any time without cause. If we do so, we will give you at least 14 days advance notice. Where your account is in credit we will pay you the amount of the credit balance.

## Dormant Accounts.

If you have not initiated a transaction on your savings accounts for a period of more than 12 months, the accounts will be classified as dormant and an annual maintenance fee may apply. For details refer to the Fees and Charges Schedule. No interest will be paid on dormant accounts. Accounts declared dormant may result in your membership with Defence Bank being terminated. You may apply to have your membership reinstated.

## Statements.

Account statements are issued on the following basis:

Statement Name.	Statement Cycle.
Overdraft.	Issued monthly.
All savings accounts.	Issued half yearly at the end of the months June and December.

Statements may be issued on a monthly basis by request (a charge applies for this service).

We will post account statements to your mailing address as held in our records, or where authorised, electronically.

eStatements are available via Defence Bank Online Banking.

To receive eStatements you need to register via Defence Bank Online Banking. Once registered you will no longer receive your statement via the post and will also be able to view any previous statement outside of the current statement period (classified as a previous statement).

You can also request copies of previous statements. Applicable fees and charges are detailed in the Fees and Charges Schedule.

If you notice any errors or unauthorised transactions details in your statement, please notify us without delay.

## Part 2. Savings Accounts Specific Information.

### Savings Accounts Product Matrix.

The following matrix sets out the relevant features for each savings account product:

Account Type.	Visa/ ATM/ EFTPOS.	Over draft Facility.	Cheque Book.	BPAY.	Bank @ Post.	Direct Entry.	Bank Cheque.	Minimum Balance.	Osko/PayID.	Electronic Banking Transfers.
Cadet Saver.	✓			✓	✓	✓	✓	\$0	✓	✓
Cash Management.				✓		✓	✓	\$0	✓	✓
Everyday Access.	✓	✓	✓	✓	✓	✓	✓	\$0	✓	✓
iSaver.				✓		✓	✓	\$0	✓	✓
Kids Club Savings.*						✓	✓	\$0		
Max eSaver.				✓		✓	✓	\$0	✓	✓
Offset.†	✓		✓	✓	✓	✓	✓	\$0	✓	✓
Pension Saver.‡	✓		✓	✓	✓	✓	✓	\$0	✓	✓
Teen Saver.	✓			✓	✓	✓	✓	\$0	✓	✓
Salute.				✓		✓	✓	\$0	✓	✓
<b>The below accounts are no longer available for new accounts from 22 May 2019.</b>										
Basic Access.				✓		✓	✓	\$0	✓	✓
Budget Savings.				✓		✓	✓	\$0	✓	✓
Christmas Savings.				✓		✓	✓	\$0	✓	✓
Flexi Term.				✓		✓	✓	\$0	✓	✓
General Insurance Savings.				✓		✓	✓	\$0	✓	✓
Investment Savings.				✓		✓	✓	\$0	✓	✓
<b>The below accounts are no longer available for new accounts from 1 July 2019.</b>										
National Access	✓	✓	✓	✓	✓	✓	✓	\$0	✓	✓

Please note: you may have to provide notice for large cash withdrawals. Please contact your local branch or call 1800 033 139 for detail.

#### Key to table.

\*available to children under 12 years of age. Account to be held in child's name. ‡pension to be allocated directly to account. †offset 100% against balance of linked mortgage loan.



As from 22 May 2019 we will not open new deposit accounts for the following deposit products. This change does not affect any existing accounts of the following deposit products that were opened prior to 22 May 2019.

- Basic Access.
- Budget Savings.
- Christmas Savings.
- Flexi Term.
- General Insurance.
- Investment Savings.

As from 1 July 2019 we will not open a 'National Access' account. This change does not affect any existing 'National Access' accounts that we opened prior to 1 July 2019.

## **Salute account.**

The Salute account is a high interest savings account that rewards Australian Defence Force (ADF) members who have met certain milestones. We want to salute and reward those members who achieve the important milestones with the ADF.

Where you notify us within 90 days of reaching one of the following milestones you will then be entitled to open a Salute account and we will pay you a bonus rate of interest on monies deposited in the Salute account for a promotional period (currently 12 months) provided you make minimum deposits to an Everyday Access account each month (current minimum is \$1,500.00 per month).

### **The milestones are:**

1. You have reached 15 years of service in the ADF.
2. You have reached 25 years of service in the ADF.
3. You are deployed.
4. You start receiving a seagoing allowance.
5. You retire from the ADF.
6. You resign from the ADF, or;
7. You are discharged from the ADF on medical grounds.

Each time you first reach one of the milestones you may open a new Salute account.

The Salute account may be held either solely in the name of the serving member, or can be held in joint names.

If, during the 'promotional period' you no longer meet the condition of a minimum \$1,500 per month deposit to your Everyday Access account, we will write to you requesting that you do so. If, at the end of the 30 day period you have not met the condition, subject to Defence Bank's discretion we may treat your Defence Bank Salute account as a Defence Bank Everyday Access account.

For details of the tiers and maximum promotional current interest rates payable both during and after the promotional period, please refer to the Interest Rate Schedule. Available for deposits up to \$1 million.

## Interest.

- Interest is calculated daily and is credited as follows:

Account Type.	Interest Credited.
Basic Access*, Budget Savings*, Kids Club Savings, National Access*, Everyday Access, General Insurance Savings*, Teen Saver and Cadet Saver.	31 March each year.
Cash Management.	Last day of each month.
Christmas Savings*.	31 October each year.
Flexi Term*.	Last day of each month.
Investment Savings*.	31 March and 30 September each year.
iSaver.	Last day of each month.
Max eSaver.	Last day of each month – at least one deposit and no withdrawals are required to be conducted during the month to receive bonus interest.
Offset.	Balance is offset 100% against linked mortgage loan.
Pension Saver.	Last day of February, May, August and November each year.
Salute.	Last day of each month.

- The Interest Rate Schedule which details rates offered for each savings account and for tiered rates where applicable is available at your nearest branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139.

\* no longer available for new accounts.

## Fees and Charges.

The fees and charges applicable to Defence Bank Savings Account Products are detailed in the Fees and Charges Schedule. Transaction fees may be charged (refer to the Fees and Charges Schedule which is available at your nearest branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139).

## Government Charges.

We reserve the right to debit your savings account with any applicable government charges, including any government charges introduced after the account is established.

## Part 3. Term Deposits Specific Information.

### Minimum Requirements.

Term Deposits are fixed interest earning accounts, with agreed terms, or other terms subject to our agreement, details of which can be obtained from our Interest Rate Schedule. This is available at your nearest Defence Bank branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139.

The interest rate payable will be the interest rate specified on the Certificate of Investment applicable to your Term Deposit. Interest rates may vary dependent on the term and the amount of the deposit.

The interest rate specified is guaranteed provided you accept our conditions in relation to limits which may apply to the amount of the deposit at lodgement, that the deposit is held for the term specified in the Certificate of Investment and that no withdrawals or additional deposits are made during the agreed term.

We have the right to accept or refuse any deposit and to set the maximum or minimum amounts of a deposit and the term of the deposit.

### Early Redemption of Your Term Deposit.

- The Term Deposit is intended to be held for the agreed term, until maturity. Despite this, we may permit you to access your Term Deposit amount before maturity.
- A pre-payment adjustment and a fee may apply. The extent of the pre-payment adjustment will depend on the percentage of the original term elapsed when early access is given.

Applicable fees and charges are detailed in the Fees and Charges Schedule.

### Term Deposit of 2 Years and Less.

- You may ask us to release your Term Deposit before maturity by calling us or visiting your local branch during business

hours. You must give us at least 24 hours' notice. If we agree to release the Term Deposit we will tell you within one (1) business day of your request.

### Term Deposits Over 2 Years.

- Where the initial term of your Term Deposit is more than 2 years, you may access your Term Deposit amount before maturity. You will however need to provide us with 24 hours' notice. Please call us on 1800 033 139 or visit your nearest Defence Bank branch to discuss.

### Term Deposit Confirmation.

We will provide you with written confirmation of your Term Deposit detailing the deposit amount, interest rate and length of the term shortly after we set up or renew your term deposit.

### Grace Period.

We allow a five business day grace period after your Term Deposit matures during which you can change your renewal instructions.

### Reinvestment.

Prior to the maturity of your Term Deposit you will receive a letter advising you of the approaching maturity. If you wish to redeem or vary the terms of the Term Deposit, your signed, written instructions are required prior to the expiration of the grace period. Your request will be actioned on the maturity date, the next business day, or within the grace period. If we do not receive instructions from you, your Term Deposit and interest will automatically be reinvested on the maturity date for the same term and at the then current published Term Deposit interest rate.

If the same term is no longer available then your Term Deposit will be reinvested at the closest standard term (ie non-premium certificate) to the original term. Any requests for variations to the terms of your Term Deposit received after the grace period has expired, may incur a pre-payment adjustment and a fee.

General Withholding Tax may be debited from your interest if a Tax File Number or ABN has not been provided.

## Interest.

Interest is calculated on the daily balance. Interest is paid on the date of maturity. Where terms exceed 12 months, interest is capitalised annually, interest payable in respect of the last 12 months or part thereof is added to the balance at maturity or on the next business day. Any variation to this method of interest payment is considered a 'special condition' and must be agreed to by us prior to the deposit maturing. The interest rate applicable to the different terms and amounts of investment are outlined in Defence Bank's Interest Rate Schedule. A copy of the Schedule is available at your nearest Defence Bank branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139.

## Early Redemption Pre-payment Adjustment.

If you require your funds before the maturity date of the term, either partially or in full, a pre-payment adjustment and fee may apply.

Percentage of the term lapsed.	Adjustment to be applied as a % of your interest rate.
0% to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

## Fees and Charges.

The fees and charges applicable to Defence Bank Term Deposit products are detailed in the Fees and Charges Schedule.

## Government Charges.

We reserve the right to debit your Term Deposit account with any applicable government charges as a result of using a Defence Bank Term Deposit account, including any government charges introduced after the account is established.

# Part 4. Payment Facilities and Services.

These comprise:

- Electronic banking payment facilities.
- Other payment facilities and services.

## Section 1 – Electronic Banking.

Defence Bank's Electronic Banking products comprise:

- Online Banking.
- Mobile Banking.
- Telephone Banking.
- BPAY.
- Visa Debit Card.
- rediCARD.

## Electronic Banking Transaction Products Matrix.

The following matrix details the availability of Electronic Banking facilities for Defence Bank savings accounts.

Account Type.	Online/Mobile Banking.	Telephone Banking.	Visa Debit/rediCARD.	Osko/PayID.	ATM/POS.	BPAY.
Basic Access.*	✓	✓		✓		✓
Budget Savings.*	✓	✓		✓		✓
Cadet Saver.	✓	✓	✓	✓	✓	✓
Cash Management.	✓	✓		✓		✓
Christmas Savings.*	✓	✓		✓		✓
Everyday Access.	✓	✓	✓	✓	✓	✓
Flexi Term.*	✓	✓		✓		✓
General Insurance Savings.*	✓	✓		✓		✓
Investment Savings.*	✓	✓		✓		✓
iSaver.	✓	✓		✓		✓
Kids Club Savings.*						
Max eSaver.	✓	✓		✓		✓
National Access.*	✓	✓	✓	✓	✓	✓
Offset.	✓	✓	✓	✓	✓	✓
Pension Saver.	✓	✓	✓	✓	✓	✓
Salute.	✓	✓		✓		✓
Teen Saver.	✓	✓	✓	✓	✓	✓

Approval for you to use an electronic banking service is solely at our discretion and we reserve the right to suspend or cancel access to an electronic banking service without prior notice to you.

## Benefits, Risks and Costs.

The following is a summary of Electronic Banking products.

### Online Banking.

#### Benefits.

- 24 hours a day, 7 days a week access to Defence Bank accounts via our website [defencebank.com.au](http://defencebank.com.au).
- View account balances.
- View and print transaction listings.
- Transfer funds to any Defence Bank account.
- View interest details.
- View statements of account.
- View eStatements.
- Pay bills electronically via BPAY.
- Receive bills via BPAY View.
- Set up and manage one off or regular payments.
- Electronically transfer funds to another financial institution (credit card payments cannot be forwarded through this service).
- Electronically transfer funds overseas.
- Apply for a loan.
- Redraw from your home or personal loan.
- Register for VIP Access.
- Register a PayID.
- Manage SMS alerts.
- Set up Mobile Banking.
- Personalise your own screen settings.
- Limited ability to recover mistaken internet payments made to unintended recipients except for BPAY.
- Activate your Defence Bank Visa Card or rediCARD.
- Secure passwords are issued upon registration.
- Online changes to account details and to remit funds electronically requires the use of a transaction authentication password.
- Access via compatible mobile phone, mobile device, PC or other access device.
- Open a savings account.
- Open a Term Deposit.

**Risks.**

- Need to ensure security of access to your account passwords.
- Need to ensure security of any access device such as a PC, mobile phone or mobile device.
- Account operation via internet may incur unauthorised loss of funds if appropriate security precautions are not undertaken, such as installation of anti-virus, anti-spyware, firewall software and changing your passwords on a regular basis.
- Risk of unauthorised access to your account if passwords can be easily identified.
- Account holder may be liable for unauthorised transactions arising from a failure to properly secure passwords against loss, theft or misuse.
- All precautions are taken in respect of online banking transactions, however the security of electronic transfer transactions can never be guaranteed, particularly in electronic media such as the internet.

**Costs.**

- Dependent on your account type, fees may apply for each electronic transfer and BPAY transaction to an external financial institution/biller.
- For details of these and any other fees refer to the Fees and Charges Schedule.

**Mobile Banking.****Benefits.**

- 24 hours a day, 7 days a week access to Defence Bank accounts via your mobile device.
- View account balances.
- View transaction listings.
- Transfer funds to any other Defence Bank account.
- Pay bills electronically via BPAY.
- View regular payments.
- Electronically transfer funds to another financial institution (credit card payments cannot be forwarded through this service).
- Manage SMS alerts.
- Register a PayID.

- Activate your Defence Bank Visa Card.
- Open a savings account.
- Open a Term Deposit.

**Risks.**

- Need to ensure security of access to your passwords.
- Need to ensure security of any mobile device.
- Risk of unauthorised access to your account if passwords can be easily identified.
- Account holder may be liable for unauthorised transactions arising from a failure to properly secure passwords against loss, theft or misuse.
- All precautions are taken in respect of mobile banking transactions, however the security of electronic transfer transactions can never be guaranteed, particularly in electronic media such as the internet.

**Costs.**

- Dependent on your account type, fees may apply for each electronic transfer and BPAY transaction to an external financial institution/biller.
- For details of these and any other fees refer to the Fees and Charges Schedule.

**Telephone Banking.****Benefits.**

- Secure 24 hour automated telephone banking system that can be accessed using a touch-tone phone.
- Check account balances.
- Check previous transactions.
- Transfer funds between Defence Bank accounts.
- Pay bills using BPAY.
- Check interest earned in the current and previous financial year.
- Activate your Defence Bank Visa Card.
- Order posted/faxed transaction listings.

- Change password.
- Request a loan application form be posted.
- Leave a message for Defence Bank.
- A secure password is issued on registration.

#### **Risks.**

- Need to ensure security of access to your account passwords.
- Risk of unauthorised access to your account if passwords can be easily identified.
- Account holder may be liable for unauthorised transactions arising from a failure to properly secure the passwords against loss, theft or misuse.

#### **Costs.**

- Dependent on account type, fees may be payable for BPAY transactions conducted via Telephone Banking.
- For details of these and any other fees refer to the Fees and Charges Schedule.

### **BPAY (excluding Osko).**

#### **Benefits.**

BPAY is a network of Billers who allow you to pay your bills through Online, Mobile or Telephone Banking.

You can pay most of your bills using BPAY including telephone, electricity, gas or water bills. Just look for the BPAY logo and references on your bill.

To pay a bill using BPAY via Online, Mobile or Telephone Banking, the following details are required:

- the Biller Code.
- the Customer Reference Number.
- the amount.

An *Osko Payment* is not a BPAY Payment.

#### **Risks.**

- All precautions are taken in respect of BPAY transactions, however the security of electronic transfer transactions can never be guaranteed. In online mediums which require use of the internet, there is always a risk of interception of data by an unauthorised party or hacker.

#### **Costs.**

- Dependent on your account type, a fee may be payable for each BPAY transaction.
- For details of these and any other fees refer to the Fees and Charges Schedule.

### **Visa Debit Card.**

#### **Benefits.**

- A Visa Debit Card provides you with access to funds held in your Everyday Access, National Access\*, Cadet Saver, Teen Saver, Offset or Pension Saver Account.
- Access may be gained through Automatic Teller Machines (ATMs), Bank@Post, online and merchant locations (POS).
- Access via ATMs and participating merchants may be made within Australia and overseas.
- Increased access to your Defence Bank savings account.
- Transactions not limited to Defence Bank standard business hours.

\* no longer available for new accounts.

#### **Risks.**

- You need to ensure the security of your Visa Debit Card.
- Need to ensure security of access to your account ie your PIN.
- Risk of unauthorised access to your account if your PIN can be easily identified.
- Some merchants and EFTPOS terminals may impose a surcharge for making a transaction. You should enquire as to whether any surcharge applies before confirming the transaction.

#### **Costs.**

- Dependent on your account type, a fee may be charged for excess POS transactions. At certain ATMs (including rediATM's) a direct charge fee is levied by the ATM operator. Where an ATM operator charges a fee, the amount of that fee will be displayed on the ATM screen prior to the transaction being processed. You will have an opportunity to cancel the transaction before it proceeds if you do not wish to pay the applicable fee.

- You will only be charged an ATM fee if you accept the fee and proceed with the transaction.
- Dependent on your account type a monthly fee may apply for a Visa Debit Card/s.
- For details of these and any other fees refer to the Fees and Charges Schedule.

## rediCARD.

### Benefits.

- rediCARD provides you with access to funds held in your Everyday Access, National Access\*, Teen Saver, Cadet Saver, Offset or Pension Saver Account within Australia only.
- rediCARD access to your account may be gained via ATMs and POS facilities throughout Australia.
- Increased access to funds in your Defence Bank savings account.
- Transactions not limited to Defence Bank standard business hours.

### Risks.

- You need to ensure the security of your rediCARD.
- Need to ensure security of access to your account ie your PIN.
- Risk of unauthorised access to your account if your PIN can be easily identified.

### Costs.

- Dependent on your account type, a fee may be charged for excess POS transactions. At certain ATMs (including rediATM's) a direct charge fee is levied by the ATM operator. Where an ATM operator charges a fee, the amount of that fee will be displayed on the ATM screen prior to the transaction being processed. You will have an opportunity to cancel the transaction before it proceeds if you do not wish to pay the applicable fee.
- For details of these and any other fees refer to the Fees and Charges Schedule.

**Defence Bank has ceased to be a partner in the rediATM network. No new rediCARDS will be issued by Defence Bank. When we issue you with a replacement of an existing rediCARD the replacement card issued will be a Visa Debit Card.**

## Round Ups.

Defence Bank Round Ups is an optional feature which rounds up the value of certain transactions debited to your Account, and automatically transfers the amount by which the transaction is rounded up (the 'Round Up Amount') from your Eligible Account\* to the nearest \$1.00. You can choose to add Round Ups at any time via mobile banking.

You can Round Up 'from' any of the following Eligible Accounts:

- Everyday Access
- Pension Saver

Your Round Up can be transferred 'to' any of our savings and transactional accounts.

## How to start Rounding Up.

1. Have an Eligible Account and a Visa Debit card with us.
2. You'll also need a second account to connect your Round Up to. This can be any of our savings and transactional accounts, for example you may nominate your Max eSaver or iSaver account.
3. Log into the Defence Bank App and select Round Up from the side menu.
4. Follow the onscreen instructions and select your transaction account and the account you would like to start Rounding Up to.

## A Round Up will work when:

1. You use your Visa debit card connected to your Eligible account (which may have an overdraft facility attached). This includes in-store transactions, payWave and Digital Wallet; or
2. You make an online purchase with your Visa debit card.

## How it works.

When you activate Defence Bank Round Ups, you can round up each eligible transaction to the nearest \$1.00.



For example, Mary buys a Coffee for \$3.50 with her Defence Bank Visa Debit card which is attached to her Everyday Access account.

We will debit the purchase amount of \$3.50 from her Everyday Access and transfer an additional \$0.50 (the Round Up Amount) from her Everyday Access account to her Max eSaver.

The total deduction 'rounded' from the Everyday Access account is \$4.00

The total transfers to Mary's chosen Round Up account, the Max eSaver is \$0.50

### **Processing the Round Up Amount.**

Each Round Up Amount will be:

- debited from your Eligible Account and transferred to your savings account in a separate transaction which will ordinarily occur when the visa transaction is settled. It can be days after the eligible purchase is made (e.g. in store, when making the purchase online), but in some circumstances may be processed up to 2 hours after the eligible purchase is made; and
- credited to your savings account as a separate transaction.

The Round Up Amount will not be debited if doing so will cause your account to be overdrawn, or if the Account is already overdrawn.

### **Merchant Reversals.**

If a transaction debited to your Account is reversed by the merchant, the transfer of the Round Up Amount related to that transaction will not be reversed.

### **Changes.**

You can change your selected Round Up Amount or your nominated savings account at any time via Mobile Banking. Any such change will take effect promptly.

### **Disabling the Defence Bank Round Up feature.**

You may disable the Defence Bank Round Up feature at any time in Mobile Banking.

The Defence Bank Round Up feature may be withdrawn at any time if:

- your nominated Eligible Account is closed;
- there is a material breach of the Account Terms by you; or
- we are otherwise authorised by law or compelled by our compliance arrangements to do so.

We will notify you when this occurs.

### **ePayments Code.**

The relevant provisions of the ePayments Code apply when you use our electronic banking facilities to access and transact on your accounts.

### **Protection of Your Passwords and Personal Identification Number (PIN).**

- You must keep your passwords and PIN secure at all times. Failure to do so may increase your liability for loss.

#### **YOU MUST NOT:**

- Use your birth date or an alphabetical code which is a recognisable part of your name as a password or select a numerical code which has four sequential numbers.
- Disclose your passwords or PIN to any person including family members and friends.
- Allow any other person to see you entering or overhear you providing your passwords or PIN.
- Record your passwords or PIN on your card or on any article carried with or placed near your card that is liable for loss, theft or abuse at the same time as your card.

## Fees and Charges.

Defence Bank fees and charges applicable to the Electronic Banking facilities are detailed in the Fees and Charges Schedule. The Fees and Charges Schedule and our brochure titled 'Tips for reducing your banking fees with Defence Bank' are available at your nearest Defence Bank branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139.

## Merchant Surcharge.

Some merchants and electronic terminals charge a surcharge for making electronic transactions. You should ask whether any surcharge applies and the amount of any surcharge before confirming the transaction. Once you have confirmed a transaction you will not be able to dispute the surcharge.

## Government Charges.

We reserve the right to debit your savings account with any applicable government charges as a result of using an electronic banking facility, including any government charges introduced after the account is established.

## Specific Terms and Conditions – Electronic Banking.

These Terms and Conditions specifically cover our electronic banking products, namely Online Banking, Mobile Banking, Telephone Banking, Digital Wallet, BPAY and Visa Debit/rediCARD.

Additional Mobile Banking and Digital Wallet Terms and Conditions apply and are specified when you download the relevant App for that service.

## Introduction.

You will need to be registered to use Online Banking, Mobile Banking or Telephone Banking. To register, call 1800 033 139, visit your nearest Defence Bank branch, or download the application forms from [defencebank.com.au](http://defencebank.com.au). After registering for Online Banking, you can download the Mobile Banking App from the App Store or the Google Play Store.

## IMPORTANT.

These Terms and Conditions will govern your access to Electronic Banking. It is therefore important that you read these Terms and Conditions carefully before you use Electronic Banking. These Terms and Conditions must be read in conjunction with your Visa Card/rediCARD Conditions of Use, as well as the Terms and Conditions that apply to your use of the Mobile Banking App if you download and use the App.

These Terms and Conditions of use and accompanying information operate alongside any legal rights held by you or Defence Bank, but do not replace, although may limit, any of those rights.

We strongly recommend that you stay abreast of this guide as it contains information that could be important to you in the future.

We will issue you with an initial password to enable you to log into Online Banking. Once you log in, you will need to set your transaction authentication password immediately to protect yourself from fraud. This transaction authentication password will enable you to make transactions and update personal details. You may also register for VIP Access, which will replace your transaction authentication password and facilitate a greater daily transaction limit. Details of which are available on our website at [defencebank.com.au](http://defencebank.com.au).

To safeguard your usage of Electronic Banking, we recommend that you take these steps:

- Change your initial system generated password when you first use Online Banking, Mobile Banking or Telephone Banking
- Change your passwords at regular intervals (passwords issued by Defence Bank expire after 14 days)
- Never reveal your passwords to anyone
- Never write your passwords down
- Utilise all of the security provisions that we make available
- Immediately notify us of any change of address. Where doubt exists about the security of your passwords, you may change your passwords, by selecting the 'Change Password' option from the menu in either Online Banking (for your Online

Banking password), Telephone Banking (for your Telephone Banking password), or Mobile Banking (for your Mobile Banking password).

In the case of a joint membership where the account operating authority is 'Either to sign', we will issue each member with individual passwords. The system will require each member to change these passwords subsequent to the first time these passwords are used.

Online Banking, Mobile Banking and Telephone Banking enable you to conduct value transactions, such as BPAY and funds transfer, to be processed from your accounts, which are accessed by use of your member number and passwords. Over time, new functionality may also be added.

Please ensure that you are happy for value transactions to be carried out using this service. If any new functionality involving value transactions causes you concern, please advise us without delay so that we can discuss alternatives which may better suit your needs.

Defence Bank can be contacted:

- By telephone on (03) 8624 5888 or 1800 033 139 between 8am and 8pm, on business days (AEST)
- By facsimile on (03) 8624 5892
- By email via [info@defencebank.com.au](mailto:info@defencebank.com.au)
- Via our website at [defencebank.com.au](http://defencebank.com.au)
- By mail to our Registered Office:  
Defence Bank  
PO Box 14537  
Melbourne Vic 8001.

If you experience difficulties with any Electronic Banking, please telephone Defence Bank on (03) 8624 5888 or 1800 033 139, 8am to 8pm, on business days (AEST).

By accessing Electronic Banking you will be taken to have read, understood and accepted these Terms and Conditions. These Terms and Conditions apply to all Defence Bank Electronic Banking transactions and you will be legally bound by them.

## **1. Security and Access.**

- 1.1. You must maintain at all times a valid email address for delivery of transaction confirmation for Online Banking. Transaction confirmation will be provided at the discretion of Defence Bank.
- 1.2. You agree to promptly notify us of any change of your email address.
- 1.3. It is your responsibility to select, obtain and maintain any equipment/software and communications facility which may be necessary to gain access to and to use Electronic Banking.
- 1.4. It is your responsibility to obtain, maintain and comply with the equipment requirements as advised and amended from time to time by us which may be necessary for you to access and use Electronic Banking.
- 1.5. It is your responsibility to utilise the security provisions provided by Defence Bank to ensure the security of your transactions.
- 1.6. You acknowledge that the Mobile Banking App will not enable you to utilise the same functionality as Online Banking.
- 1.7. You acknowledge that not all internet enabled mobile devices are capable of accessing and using Online Banking or the Mobile Banking App and mobile device access to Online Banking or Mobile Banking outside Australia will be dependent on the functionality of your telecommunications provider's international roaming services.
- 1.8. You acknowledge that in accessing Electronic Banking you may incur costs from your telecommunications provider and are responsible for those costs.

## **2. VIP Access.**

- 2.1. You may register to use VIP Access by:
  - (i) Registering for Online Banking,
  - (ii) Accepting the VeriSign® Identity Protection End User Agreement, and
  - (iii) Downloading the VIP Access App to your mobile phone or mobile device.
- 2.2. You acknowledge that not all internet enabled mobile devices are capable of using VIP Access.

- 2.3. Any VIP Access security code issued to you is personal to you.
- 2.4. Use of VIP Access provides an additional level of security for your Online Banking and must not be shared with anyone else.
- 2.5. Your VIP Access security code is used to authenticate transactions made via Online Banking. Your VIP Access security code is your electronic password and mechanism to authorise transactions and suitable care and responsibility must be taken regarding its use and access.
- 2.6. Your VIP Access App resides on your nominated mobile device and it is your responsibility to ensure that you take care of your mobile device and prevent unauthorised access in the same way as you are required to protect the security of your other passwords.
- 2.7. The types of accounts you can access will not change when you register for VIP Access. However, once registered you will need to use your VIP Access security code every time you use Online Banking to transact or update data, except for those transactions made via Mobile Banking.
- 2.8. You may cancel your VIP Access at any time by contacting us.
- 2.9. You must keep your VIP Access safe and secure and contact us immediately if your nominated mobile device is lost, stolen or misused. We will then deactivate your VIP Access.

### 3. Security Breaches.

- 3.1. In this condition, the expression 'you' includes any person to whom a card or password has been issued or given with your consent.
- 3.2. If you suspect for any reason that anyone has discovered or may have discovered your passwords, then you must change your passwords by selecting the 'Change Password' option from the menu in either Online Banking (for Online Banking password changes) or Mobile Banking (for Mobile Banking password changes) or Telephone Banking (for Telephone Banking password changes).

- 3.3. If you also suspect that your card or your card details are accessible to that person (particularly if you are unable for any reason to change your password) then we recommend you cancel your card by calling the

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

- 3.4. If your card is lost or stolen or you suspect for any reason that someone has a record of your card details and may use them to access your account, you must report this to the VISA card hotline to have your card cancelled.
- 3.5. The VISA card hotline will give you a reference number. Please retain this number as evidence of the date and time of your report.
- 3.6. If the VISA card hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to Defence Bank during business hours, or via email [info@defencebank.com.au](mailto:info@defencebank.com.au) or the VISA card hotline (when available) whichever is the sooner.  
 If the VISA card hotline is not operating at the time you attempt to call to cancel your card, we will be liable for any losses which:
  - (i) Are incurred after you attempt to call and
  - (ii) Are due to the failure to cancel.
 BUT ONLY if the loss, theft or unauthorised use is reported to us or the hotline within a reasonable time of either becoming available.
- 3.7. The VISA card hotline is a dedicated call line established and operated by the industry solely for cancelling rediCARDS and Visa Cards. It cannot assist you with Defence Bank Electronic Banking Channels or BPAY enquiries, system problems or password issues. If you report your card as lost or stolen to the VISA card hotline, you should then also contact us on the

next business day, to advise us of this cancellation, the reference number provided, and to arrange a replacement card.

#### **4. Using Electronic Banking (including BPAY).**

- 4.1. This section applies when you use Electronic Banking to make BPAY payments but does not apply to Osko payments.
- 4.2. You may make transactions of the type permitted by us and BPAY from time to time.
- 4.3. 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.
- 4.4. We will debit the value of each payment or transfer and any applicable fees to the account from which the relevant payment or transfer is made.
- 4.5. If you instruct us to make any payment or transfer, but close the account to be debited before the payment or transfer is processed, you will remain liable for any dishonour fees incurred in respect of that transaction and we may exercise our rights of set-off under the condition in Section 2 of Part 1 – Account Operation, Right to Set-Off.
- 4.6. We will take all reasonable steps to ensure that the information we make available to you through Electronic Banking is correct and regularly updated.
- 4.7. We will not be liable for any loss you suffer due to the inaccuracy, error or omission of information in Electronic Banking, due to the failure of our system or communications network including ancillary equipment or in any other circumstance beyond our reasonable control.

#### **5. Processing of Electronic Banking Transactions (including BPAY).**

- 5.1. This condition applies to the processing of all Electronic Banking transactions, including BPAY payments.
- 5.2. A payment or transfer using Electronic Banking is irrevocable, except for future-dated BPAY payments as specified in condition (6) in Part 4. You cannot stop a payment or transfer once you have instructed us to make it and we cannot reverse it.

However, in the case of a mistaken internet payment to an unintended recipient we may be able to request a return of funds as long as the payment was not made using BPAY. See Section 2 of this Part for details.

- 5.3. A payment, other than a BPAY payment, is deemed as being received by the party to whom it is directed, generally on the next business day after you direct us to make it.
- 5.4. A transfer is deemed as made and received into the account specified generally on the same business day as you direct us to make it.
- 5.5. A BPAY payment is deemed as being received by the biller to whom it is directed no later than the following business day after you direct us to make it.
- 5.6. Notwithstanding this, a delay may occur processing a BPAY payment if a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- 5.7. Please note in some circumstances a delay may occur in processing a payment or transfer.

#### **6. Future-dated BPAY Payments (excluding Osko).**

- 6.1. If you use this option you should be aware that:
  - (i) You can arrange for individual BPAY payments to be made on a future date, or at regular ongoing intervals.
  - (ii) You can cancel a future-dated BPAY payment, after you have given the direction but before the payment due date, via Online Banking or by contacting us on 1800 033 139. You cannot stop the BPAY payment on or after that date.
  - (iii) You are responsible for maintaining in the account to be drawn on sufficient cleared funds to cover all future-dated payments (and other drawings) on the day/s you have nominated for payment.
  - (iv) If a future-dated BPAY cannot be processed due to insufficient cleared funds in the nominated account on the due date for payment, we will attempt to make the payment on the following business day. If a future-dated BPAY cannot be processed due to insufficient cleared funds on two successive business days, a dishonour fee will be charged.

If a future-dated BPAY cannot be processed due to insufficient cleared funds on two successive business days, on three consecutive occasions, the auto transfer BPAY will be cancelled.

- (v) You are responsible for checking your account transaction details or account statement/s to ensure that future-dated BPAY payments are made correctly.
- (vi) You should contact us on 1800 033 139 if there are any problems with your future-dated payment.

## 7. Transaction Limits.

- 7.1. We may limit the amount of payments or transfers you may make on any one day.
- 7.2. If at any time BPAY allows transactions other than bill payments to be processed through BPAY, we will advise accordingly.
- 7.3. We will advise you of applicable transaction limits.

## 8. Refusing Transaction Directions.

- 8.1. You acknowledge and agree that:
  - (i) We may refuse for any reason to give effect to any request or direction you give us in respect of a transaction.
  - (ii) 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.
  - (iii) If an account from which the payment or transfer is to be made has insufficient cleared funds, we may dishonour the payment or transfer direction (and you may be charged a dishonour fee). We may set off your liabilities against any other account you have with us but this does not affect our rights to dishonour the payment or transfer request or direction.

## 9. Your Liability for Electronic Banking Payments and Transfers.

- 9.1. You are liable for all transactions on your account carried out via Online Banking, Mobile Banking and Telephone Banking including 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.

- 9.2. Your liability for losses arising from unauthorised transactions on your account depends on whether you or anybody using passwords with your consent contributed to the loss. For the purposes of this condition, the expression 'you' includes anybody using passwords with your consent. You contribute to the losses by any of the following (as well as in other ways):

- (i) Disclosing your passwords to any person including your joint membership holder, a family member or friend;
- (ii) Recording your passwords on your card or without making a reasonable attempt to disguise them;
- (iii) Selecting passwords such as your or other's name, date of birth or personal details that can easily be identified;
- (iv) Allowing any person to watch you or overhear you using your passwords;
- (v) Failing to protect the security of the passwords by any other act recognised by any court, government agency or industry ombudsman as a serious act contributing to the loss; and
- (vi) Unreasonably delaying the notification of the security breach in respect of the passwords. If you cannot memorise your passwords and must record them, then do not under any circumstances:
  - Record your passwords in an obvious place as a password, unless you have taken reasonable steps to disguise your passwords carefully. (It is not reasonable to disguise your passwords as a telephone number, a birth date or by changing the order of the characters in the passwords)
  - Change your passwords to PINs generated by a non-financial institution.
- (vii) Leaving your mobile phone, mobile device, PC or access device logged into Online Banking or Mobile Banking.

- (viii) Storing your User ID or Password on your mobile phone, mobile device, PC or access device.
- 9.3. If you contributed to the losses, you are liable for actual losses arising from unauthorised transactions incurred during the relevant times\* except:
- (i) As set out in conditions 9.5 and 9.6 and/or
  - (ii) To the extent that the actual losses exceed the amounts you could lawfully have accessed from your account at the relevant times\*, having regard to daily transaction limits, the account balance and any pre-arranged credit.

\* The relevant times for these purposes are:

- In respect of conditions 9.2 (i) - (v): any time prior to reporting the loss or theft or unauthorised use or security breach in accordance with condition 3 – Security Breaches.
  - In respect of condition 9.2 (vi): the time from when you became aware of the loss or theft or unauthorised use or security breach (or should reasonably have become aware of any loss or theft of the card or unauthorised use) and the time when this was reported.
- 9.4. If it is not clear whether you contributed to the loss, your liability in respect of unauthorised transactions, is the lesser of:
- (i) The actual losses prior to you reporting the loss or theft or unauthorised use or security breach
  - (ii) \$150.00; or
  - (iii) The balance in the affected account (including any prearranged credit limit).
- 9.5. You are not liable for losses arising from transactions if these transactions are the result of:
- (i) Fraudulent or negligent conduct of employees or agents of any organisation (including us and any biller).
  - (ii) The use of a password, a card or details from a card which is forged, faulty expired or cancelled (as applicable).
  - (iii) Completing a transaction accepted otherwise than in accordance with your instructions.

- (iv) A payment or transfer being debited more than once to your account.
  - (v) A payment or transfer effected prior to you receiving your password.
- 9.6. You will also not be liable for any unauthorised Electronic Banking transaction if:
- (i) It was made after your report to us of the loss or theft or unauthorised use or breach of security or password; or
  - (ii) It can be shown that you did not contribute to any unauthorised transaction made prior to your report of the loss or theft or unauthorised use or breach of security or passwords.

#### **10. Our Liability in Respect of Online Banking, Mobile Banking and Telephone Banking.**

- 10.1. This section applies to Online Banking, Mobile Banking and Telephone Banking.
- 10.2. You agree that subject to your rights which are implied by law and which cannot be excluded by these Terms and Conditions, we will not be liable for:
- (i) Any breakdown or interruption in the system due to circumstances which are not under our direct control.
  - (ii) Any corruption of data or any breakdown or interruption to your computer or any other equipment utilised to access Online Banking, Mobile Banking and Telephone Banking.
  - (iii) Any error or delay in the execution of any Electronic Banking transaction instructions you provided if the error or delay is due to circumstances not under our direct control; or
  - (iv) Any refusal of another party to receive any Electronic Banking payment from you.
- 10.3. You agree that in the event of a breakdown or interruption to the system or any failure or error in any transmission of information in respect of Online Banking, Mobile Banking and Telephone Banking, we will not be liable for any resulting loss except that we will:
- (i) Reverse any erroneous entry to your account caused by the malfunction.

- (ii) Refund any charges or fees imposed as a result; and
  - (iii) Re-transmit any information and/or repeat any interrupted service or process, as appropriate.
- 10.4. You agree that in any event, our liability to you in respect of any Online Banking, Mobile Banking and Telephone Banking transaction or for your use of Online Banking, Mobile Banking and Telephone Banking does not include consequential, indirect or economic loss.

#### **11. Resolving Errors on Account Statements.**

- 11.1. All relevant transactions and applicable fees will be recorded on the account statements of the accounts to which they are debited.
- 11.2. If you believe a transaction entered on your statement is wrong, contact us and give the following details:
- (i) Your name and account number.
  - (ii) The date and amount of the transaction in question.
  - (iii) The date of the account statement in which the transaction in question first appeared.
  - (iv) A brief and clear explanation of why you believe the transaction is unauthorised or an error.
- 11.3. 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.
- 11.4. After we have received from you details of your complaint, we will do any of the following:
- (i) Advise you in writing of the results of our investigation; or
  - (ii) Advise you in writing that we require further information to complete our investigation.
- 11.5. In exceptional circumstances, which must be advised in writing, we may require more time to complete our investigation. In such circumstances we will 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.

- 11.6. 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.
- 11.7. When we advise you of the outcome of our investigation, we will give you reasons for our decision by reference to these Terms and Conditions. We will advise you of any adjustments we made to your affected account and also advise you in writing of other avenues of dispute resolution. You may use these avenues of dispute resolution if you are not satisfied with our decision.
- 11.8. If we decide that you are liable for all or any part of a loss arising out of an unauthorised transaction, we will:
- (i) Give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - (ii) Advise you whether or not there was any system malfunction at the time of the transaction complained of.
- 11.9. If we fail to carry out these procedures or cause unreasonable delay, we will be liable for the amount of the disputed transaction if our failure or delay has prejudiced the outcome of the investigation.

#### **12. Transaction Recording.**

It is recommended that you record all receipt numbers issued in respect of transactions to assist in checking transactions against your statements.

We recommend you record the receipt numbers on the relevant bills.

#### **13. Transaction and Other Fees.**

- 13.1. We will advise whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
- (i) Any transaction; or
  - (ii) Giving you access to Electronic Banking; or
  - (iii) Any other service provided in relation to Electronic Banking.
- 13.2. We will also advise whether we will debit to you government charges, duties or taxes arising out of an Electronic Banking transaction.



13.3. We may charge a dishonour fee/s for any cheques, transfers, payments or future-dated payments not made due to insufficient cleared funds being held in the relevant account.

**14. Changes to Terms and Conditions.**

14.1. We may change these Terms and Conditions and any fees and charges from time to time.

14.2. We will notify you in writing, or where authorised, electronically at least 30 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:

- (i) Impose or increase charges for Electronic Banking transactions; or
- (ii) Increase your liability for unauthorised use; or
- (iii) Make any changes to your account(s) in respect of which the law requires that notice be given to you.

14.3. If you do not wish your daily limit on transacted amounts via Electronic Banking to be changed you must notify us before the effective date of change. Otherwise, once you access the changed transaction limit, you will be deemed to have consented to the change.

14.4. We may notify you of other changes by:

- (i) Notices on, or with, periodic account statements
- (ii) Direct written notice to you or where authorised electronically;
- (iii) Notices posted on our website; or
- (iv) Press advertisements in national or local media.

14.5. We are not obliged to give you advance notice if an immediate change to the Terms and Conditions is deemed necessary by us for security reasons.

14.6. 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.

14.7. BPAY and Osko are owned and operated by third parties. If the rules and regulations of BPAY or Osko 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.

**15. Cancellation of Electronic Banking Access.**

This section applies to Online Banking, Mobile Banking and Telephone Banking.

15.1. You may cancel your access at any time by giving us written notice.

15.2. Your access will be terminated when:

- (i) We notify you that your account has been cancelled;
- (ii) You close the last of your accounts with us which has access;
- (iii) You cease to be our member;
- (iv) You alter the account signing authority/s governing the use of your account or accounts which results in current users no longer being authorised to transact (unless we agree otherwise).

15.3. In addition, we may cancel your access at any time. Should this occur, we will provide you with written notice. This notice does not need to provide reasons for cancellation.

## Section 1A - Osko Payments.

**1. General.**

1.1. These terms and conditions apply when you use Osko to make payments from a *linked account* or utilise other facilities made available by us through Osko from time to time.

1.2. Osko is a product offered by BPAY and the BPAY scheme governs the way in which we provide *Osko services* to you. However, an *Osko payment* is not a BPAY payment.

1.3. We are authorised to provide *Osko services* to you.

1.4. Italicised words have a special meaning, as explained at the end of these *Osko terms* and/or at the start of this DPS.

**2. Applicable Terms and Conditions.**

2.1. These *Osko terms* are additional terms and conditions that apply to your *linked account* when you use *Osko services* via your *linked account*.

- 2.2. The general account terms of your *linked account* referred to in this DPS and elsewhere continue to apply when you use *Osko services* via your *linked account*.
- 2.3. You agree to these *Osko terms* when you first use *Osko services* via your *linked account*.
- 2.4. To the extent of any inconsistency between the general account terms of your *linked account* referred to in this DPS and these *Osko terms*, these *Osko terms* prevail.

### 3. Osko Services.

- 3.1. The *Osko service* we currently offer is a payment service, which allows customers to make and receive *Osko payments* in near real time.
- 3.2. We may offer other *Osko services* to you from time to time.
- 3.3. We may suspend or discontinue any or all *Osko services*.
- 3.4. Notices may be published, including by posting to our website, or through direct communication with you.
- 3.5. If we are no longer able to offer you *Osko services* you will not be able to send or receive *Osko payments* through us.
- 3.6. Where we are able to do so, we will tell you:
  - (a) if there are any delays in processing *Osko payments*;
  - (b) when an *Osko payment* is likely to be completed; and
  - (c) give you the opportunity to cancel an *Osko payment* if it is delayed.

### 4. How to Use Osko.

- 4.1. *Osko payments* can be sent from and be made to those savings accounts specified in the Electronic Banking Transaction Products Matrix.
- 4.2. Where available, *Osko payments* will be presented as a payment option on our electronic banking service channels and the *linked account* through which *Osko payments* are available.

### 5. How Osko Payments Work.

- 5.1. You can make an *Osko payment* to another person provided that the account of the person you are paying is enabled to receive *Osko payments*.
- 5.2. Some payees might not be able to receive *Osko payments*. Your ability to make an *Osko payment* to another person depends on their account type and their financial institution.
- 5.3. To make an *Osko payment* to another person, *you* need to either specify a PayID or the BSB/Account number of that other person, along with other information we require.
- 5.4. If the account associated with the PayID or Account number you enter when seeking to make an *Osko payment* to another person does not accept *Osko payments*, we will notify you.
- 5.5. Using Osko, currently you can only make immediate payment.
- 5.6. You should ensure that all information you provide when requesting an *Osko payment* is correct as we will not be able to cancel an *Osko payment* once it has been made.

### 6. Transaction Limits.

- 6.1. We may impose limits on the individual and aggregate value of *Osko payments* permitted.
- 6.2. These limits may be different from limits that apply to other payment types.
- 6.3. These limits will be notified to you from time to time.

### 7. Fees and Charges.

Fees and charges relating to use of *Osko payments* may apply and are detailed in the Fees and Charges Schedule as amended from time to time.

### 8. Notifications.

- 8.1. Notices to you will be given in accordance with the provisions of the DPS.
- 8.2. Notification of *Osko payments* made or requested will be notified to you via your preferred communication channel.

## 9. Liability.

- 9.1. The provisions of Part 4, Section 1 (Payment Facilities and Services Electronic Banking) of this DPS apply to *Osko payments* made and received to the extent that they are not inconsistent with these *Osko terms*.
- 9.2. The provisions of this DPS dealing with *mistaken internet payments* apply to *Osko payments* you make.
- 9.3. The provisions of this DPS dealing with mistaken internet deposits apply to *Osko payments* you receive.

## 10. Suspension and Termination.

- 10.1. We may suspend your ability to make *Osko payments* at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud or fraudulent purposes or for purposes contrary to applicable legislation.
- 10.2. We may suspend or cancel your ability to make *Osko payments* at any time for any reason. The notice does not have to specify a reason for the suspension or cancellation.
- 10.3. *Osko services* may be temporarily unavailable when system maintenance or upgrades are performed.
- 10.4. We will be required to terminate the *Osko service* if our membership of BPAY or our participation in Osko is suspended, ceases or is cancelled. We will provide you with as much notice as possible if this occurs.
- 10.5. We may also suspend or terminate our offering of any *Osko services* to you if you breach any obligation under these *Osko terms* and fail to remedy the breach where such breach is capable of being remedied upon request you do so.

## 11. Privacy and Confidentiality.

- 11.1. In order to provide you with *Osko services*, we may need to disclose your personal information to BPAY and/or its service providers.
- 11.2. If we do not disclose your personal information to BPAY or its service providers, we may not be able to provide you with *Osko services*.

- 11.3. You agree to us disclosing to BPAY, its service providers and such other participants involved in Osko such personal information relating to you as is necessary in order for us to facilitate the provision of *Osko services* to you.

## 12. Changes to Terms and Conditions.

We may change these *Osko terms* from time to time in accordance with the procedure set out in this DPS.

You may terminate your participation in Osko by written notice to us.

## Section 2 – Mistaken Internet Payments.

1. This section applies where you make a mistaken internet payment through a “pay anyone” internet banking facility, (including via Osko) but does not include payments made using BPAY. For payments using BPAY please refer to conditions 5 and 6 of Section 1.
2. This condition only applies where the receiving ADI subscribes to the ePayments Code. If the receiving ADI is not a subscriber to the ePayments Code, we will be unable to seek recovery of a mistaken internet payment made to an unintended recipient.
3. You are liable for all payments made using a “pay anyone” internet banking facility, but we will seek to recover funds from an unintended recipient as a result of a mistaken internet payment in the circumstances set out in this section.
4. In this section we explain the circumstances in which we will seek to recover funds on your behalf from an unintended recipient, and the circumstances in which you will be liable for losses arising from a mistaken internet payment.
5. It is important when using an internet banking facility to make a payment that you use the correct identifiers. (including PayID where applicable).
6. You need to be aware that when you make a payment using a ‘pay anyone’ facility:

- 6.1. Your funds may be credited to an account of an unintended recipient if the BSB and other identifiers you use do not belong to the named recipient; and
- 6.2. It may not be possible for us to recover funds from an unintended recipient.
7. When you discover a mistaken internet payment has been made, you need to notify us as soon as you become aware of that fact.
8. To notify us and report a mistaken internet payment please contact us:
  - By telephone on (03) 8624 5888 or 1800 033 139 between 8am and 8pm, on business days (AEST).
  - By facsimile on (03) 8624 5892
  - By email to: info@defencebank.com.au
  - Via our website at: defencebank.com.au
  - By mail to our Registered Office at:  
Defence Bank  
PO Box 14537  
Melbourne VIC 8001
9. When you report a mistaken internet payment we will investigate the matter, contact the receiving ADI and satisfy ourselves that:
  - 9.1. a mistaken internet payment has occurred; and
  - 9.2. there are sufficient funds available in the account of the unintended recipient to the value of the mistaken internet payment.
10. What then happens depends on how long after the mistaken internet payment was made you reported the matter to us. The relevant periods are:
  - Within 10 business days of the payment.
  - Between 10 business days and 7 months after the payment.
  - More than 7 months after the payment.
11. Where you report a mistaken internet payment within 10 business days of the payment being made, then, after satisfying ourselves as to the matters set out in condition 9, Section 2 (Part 4):
  - 11.1. We will send the receiving ADI a request for return of the funds, and
    - (i) If the receiving ADI is satisfied that a mistaken internet payment has occurred and there are still sufficient funds in the account of the unintended recipient, then the receiving ADI is under an obligation under the ePayments Code to return the funds to us within 10 business days of receiving our request; or
    - (ii) If the receiving ADI is not satisfied that a mistaken internet payment has occurred, the receiving ADI may still seek, but is not obliged to seek, the consent of the unintended recipient to return the funds to us.
  - 11.2. When we receive any returned funds from the receiving ADI we will credit your relevant account as soon as practicable.
  12. Where you report a mistaken internet payment between 10 business days and 7 months after making the payment, then, after satisfying ourselves as to the matters set out in condition 9, Section 2 (Part 4):
    - 12.1. We will send the receiving ADI a request for a return of the funds, and
    - 12.2. The receiving ADI is obligated under the ePayments Code to investigate the reported mistaken internet payment within 10 business days of receiving our request; and
    - 12.3. If the receiving ADI is satisfied that a mistaken Internet payment has occurred and there are sufficient funds in the account of the unintended recipient, then the receiving ADI must:
      - (i) Prevent the unintended recipient from withdrawing the funds from their account for a further 10 business days; and
      - (ii) Notify the intended recipient that the receiving ADI will itself withdraw the funds from their account if the unintended recipient does not establish an entitlement to those funds within the period of 10 business days; and
      - (iii) If the unintended recipient does not establish an entitlement to the funds within 10 business days the receiving ADI is obliged, under the ePayments Code, to return the funds to us; or

- 12.4. If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may still seek, but is not obliged to seek, the consent of the unintended recipient for return of the funds to us;
- 12.5. When we receive any returned funds from the receiving ADI we will credit your relevant account as soon as practicable.
13. Where you report a mistaken internet payment more than 7 months after making the payment, then, after satisfying ourselves as to the matters set out in condition 9, Section 2 (Part 4):
- 13.1. We will send the receiving ADI a request for a return of the funds, and
- (i) If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must, under the ePayments Code, seek the consent of the unintended recipient to return of the funds; or
  - (ii) If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may still seek, but is not obliged to seek, the consent of the unintended recipient for return of the funds to us; and
- 13.2. When we receive any returned funds from the receiving ADI we will credit your relevant account as soon as possible.
14. Where in condition 13.1(i) as above the receiving ADI seeks the consent of the unintended recipient for return of the funds, but the unintended recipient does not so consent or respond the receiving ADI has no further obligations in the matter.
15. In circumstances where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments, which means that recovery may have to be made by instalments with certain minimum protective amounts. Where this circumstance occurs we will notify you.
16. In circumstances where both ourselves and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient funds available in the account of the unintended recipient to the full value of the mistaken internet payment, then, except in the circumstances contemplated in condition 14 (as above), the receiving ADI must use its reasonable endeavours to retrieve the funds from the unintended recipient for return to us, which may involve arranging with the unintended recipient for repayment by instalments.
17. We will inform you in writing of the outcome of your report of a mistaken internet payment within 30 business days of the day on which you make the report.
18. If you are not satisfied with the manner in which your report about a mistaken internet payment has been dealt with either by ourselves or the receiving ADI you may lodge a complaint. We must deal with that complaint in accordance with our internal dispute resolution procedures and if you are not satisfied, you may refer the matter to our External Dispute Resolution Scheme.

## Section 3 – Other Payment Facilities and Services.

### Payment Services Matrix.

The following matrix sets out the availability of payment services by savings account type:

Payment Services.					
Account Type.	Cheque Book.	Direct Debit.	Direct Credit*	Electronic Banking Transfers.	Osko/PayID.
Basic Access.*		✓	✓	✓	✓
Budget Savings.*		✓	✓	✓	✓
Cadet Saver.		✓	✓	✓	✓
Cash Management.		✓	✓	✓	✓
Christmas Savings.*		✓	✓	✓	✓
Everyday Access.	✓	✓	✓	✓	✓
Flexi Term.*		✓	✓	✓	✓
General Insurance Savings.*		✓	✓	✓	✓
Investment Savings.*		✓	✓	✓	✓
iSaver.		✓	✓	✓	✓
Kids Club Savings.*			✓		
Max eSaver.		✓	✓	✓	✓
National Access.*	✓	✓	✓	✓	✓
Offset.	✓	✓	✓	✓	✓
Pension Saver.	✓	✓	✓	✓	✓
Salute.		✓	✓	✓	✓
Teen Saver.		✓	✓	✓	✓

\*no longer available for new accounts.

### Fees and Charges.

The fees and charges for these payment services are detailed in the Fees and Charges Schedule.

The Fees and Charges Schedule and our brochure titled ‘Tips for reducing your banking fees with Defence Bank’ are available at your nearest Defence Bank branch, by visiting [defencebank.com.au](http://defencebank.com.au) or by calling 1800 033 139.

### Government Charges.

We will debit your savings account with any applicable government charges as a result of using a payment service including any government charges introduced after the facility is established.

### Specific Terms and Conditions.

#### 1. Direct Debits.

- 1.1. By signing and providing a biller with a direct debit request you authorise the biller to have funds debited from your account with Defence Bank.
- 1.2. We are not advised by the biller when a direct debit request is established or discontinued.
- 1.3. Acting on the authority of an electronic file received from the biller’s financial institution, we will debit the nominated account and transfer funds in accordance with instruction received from the biller’s financial institution.
- 1.4. We accept no responsibility for the date on the instruction received from the biller’s financial institution and the date on which the debit is processed to the nominated account.
- 1.5. Any instruction received for payment on a non- business day will be processed and payment made on the next business day.

1.6. Stopping a direct debit:

- (i) We will promptly stop a direct debit facility linked to your transaction account with us whenever you ask us to do so by advising us in writing. We recommend that, you also advise the biller that you wish to cancel the direct debit.
- (ii) If you wish to stop a direct debit from your debit or credit card you will need to advise the biller directly.

1.7. Direct debit requests received by us will be debited from the account nominated by the biller or as directed by you in writing to us. If there are insufficient funds in the nominated account, we will dishonour the debit and advise the biller that there were insufficient funds.

1.8. If on the first presentation of a new direct debit you have only nominated your membership number with a biller, we will debit your Everyday Access account. If there are insufficient funds in your Everyday Access account, we will debit, and you authorise us to debit, the amount from the following accounts in the order in which they appear: Everyday Access, National Access\*, Offset, Budget Savings\*, General Insurance Savings\*, iSaver, Salute, Basic Access\*, Max eSaver, Cadet Saver, Teen Saver. Should there be insufficient funds in any of these accounts we will dishonour the debit and advise the biller that there were insufficient funds.

\* no longer available for new accounts.

1.9. A dishonour fee is payable if there are insufficient funds in the Everyday Access account (or other account detailed in 1.8 above) and any other nominated account when we receive the direct debit instruction.

1.10. In certain circumstances we will exercise our discretion and honour a direct debit request in situations where there are insufficient funds to cover the debit. Where this action results in the account becoming overdrawn a direct debit honour fee is payable as set out in the Fees and Charges Schedule.

**2. Direct Credits.**

2.1. We are not advised when a direct credit authority is established or discontinued by you with a third party.

We will credit the nominated account on the authority of an electronic file received from the crediting party's financial institution.

2.2. We accept no responsibility for the date on which the instruction is received from the crediting party's financial institution and the date on which the credit is processed and made to the nominated account. Any instruction received for crediting on a non business day will be processed and the payment credited on the next business day.

2.3. We will not accept any request to cancel a direct credit facility or stop an individual direct credit. Any such request must be directed to the crediting party before the instruction is received by us.

2.4. If we receive a request from a crediting party to reverse an amount previously credited, resulting in your account becoming overdrawn, then the overdrawn balance becomes payable by you immediately.

**3. Auto Transfers.**

3.1. External auto transfers are only available to financial institutions with a BSB number.

3.2. Financial institutions receive auto transfers as cleared funds on the next business day.

3.3. While we will endeavour to process an auto transfer in accordance with your instructions, we accept no responsibility if any such transfer is not or cannot be made and accordingly shall not incur any liability through our refusal or omission to make any or all of the payments instructed by you or arising from any late payment, omission or failure on our part.

3.4. If an auto transfer cannot be processed due to insufficient cleared funds in the nominated account on the due date for payment, we will attempt to make the payment on the following business day. If an auto transfer cannot be processed due to insufficient cleared funds on two successive business days, a dishonour fee will be charged. If an auto transfer cannot be processed due to insufficient cleared funds on two successive business days, on three consecutive occasions, the auto transfer will be cancelled.

3.5. We may in our absolute discretion conclusively determine the order of priority of payment by us under this facility and any authority given to us by the member.

3.6. Where you make an external auto transfer through a 'pay anyone' internet banking facility the provisions dealing with mistaken internet payments apply to that transfer.

#### **4. Member Chequing.**

##### **4.1. Access.**

The Member Chequing facility can only be attached to a National Access\*, Everyday Access, Offset and Pension Saver account or a Smart Mover loan.

\* no longer available for new accounts.

##### **4.2. Authority.**

By acquiring a Member Chequing facility you acknowledge and authorise Defence Bank to debit your account for:

- The amount of any dishonour charges imposed by Defence Bank.
- The amount of any government taxes or duties in respect of transactions or the operation of the account.
- The amount of any other fees and charges payable under these Terms and Conditions.

##### **4.3. Dishonouring a Cheque.**

If the amount of any cheque presented for payment exceeds the available balance (including uncleared cheque(s) deposits, available credit or unused overdraft facility) in your Defence Bank account at the time the cheque is presented we may instruct the presenting bank to refuse to pay the cheque. 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 your Defence Bank account with any costs incurred through such refusal and such costs shall constitute a debt from you to Defence Bank.

In the event that a correctly authorised and presented cheque exceeds the available balance of your Defence Bank account, we are authorised to transfer to that account, (from any other account or accounts held

by you with Defence Bank) sufficient funds to allow payment of the cheque. If there are insufficient funds and the presented cheque is honoured by us, the amount in excess of the available balance shall be a debt immediately payable to us. If subsequent to written demand by us, you fail to repay the debt, you will be liable to pay all costs and expenses incurred by Defence Bank in the collection of that debt.

##### **4.4. Stopping a Cheque.**

If it is necessary for you to request that payment of any cheque be stopped you must provide a signed stop payment notice to us.

Where we agree to your request to stop payment, you agree to indemnify Defence Bank against any loss we may suffer or be liable to suffer as a result of the stop payment. You also agree to indemnify Defence Bank against cost of any litigation that may be brought against us by any person as a result of payment being stopped at your request.

##### **4.5. Security of Your Cheque Book.**

It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use.

You must:

- Keep your cheque book under secure control and in a safe place at all times.
- Never give your cheque book or an incomplete cheque to any person.
- Read your periodic statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction and
- Contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority. You will be liable for any loss arising from a failure to report the loss, theft or misuse of your cheque book.

##### **4.6. Cheque Clearance.**

Generally it will take 3 business days to clear a cheque. Exceptions to this are foreign cheques.



Foreign cheques less than \$AUD25,000 will require a 60 day clearance period.

Funds from foreign cheques of \$AUD25,000 or more will be available upon clearance from the overseas bank on which the cheque is drawn.

Despite the above clearance having been granted, an overseas cheque dishonour may still occur several months later.

In the event that a foreign cheque is returned unpaid, we will debit your account with the Australian dollar value of the foreign cheque, using the exchange rate current at the time the cheque is dishonoured.

#### 4.7. **Writing Cheques.**

When you write a cheque you have a duty to fill it out carefully so that no one else can alter it. You must:

- Write the amount in both words and figures and never leave a gap between the words or figures.
- 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.
- Always write cheques in ink which cannot be rubbed out and never in pencil and.
- Never sign a cheque until you have filled it out completely.

#### 4.8. **Crossed Cheques.**

A cheque with two parallel lines across it is a 'crossed cheque'. When you cross a cheque, you are telling the bank that the cheque must be paid into an account and not cashed.

##### (i) **'Not Negotiable' Cheques.**

The words 'Not Negotiable' between two parallel lines protects the true owner of a lost or stolen cheque. These words do not prevent the cheque being negotiated or transferred to a third party before presentation to a bank or financial institution for payment.

##### (ii) **'Account Payee Only'.**

If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.

##### (iii) **'Or Bearer'.**

These words mean that a bank may pay the cheque to whoever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'or order' cheque.

##### (iv) **'Or Order'.**

An 'or order' cheque means that if the payee wants to transfer the cheque to another person, they can do so by firstly signing the back of the cheque.

You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.

#### 4.9. **Liability.**

You may be liable for all losses caused by your failure to observe the duties specified in condition 4.5 Security of Your Cheque Book and Writing Cheques above.

However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:

- The fraudulent or negligent conduct of Defence Bank's employees or agents or
- The same cheque being debited more than once to the same account.

#### 4.10. **Cheque Dishonour.**

A cheque may be dishonoured where –

- There are insufficient funds in the account of the drawer.
- The cheque is unsigned.
- The cheque is more than 15 months old.
- The cheque is future dated.
- The cheque has been materially altered and the alteration has not been signed.
- There is a legal impediment to payment.
- The cheque has been stopped or
- The paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

We may charge a dishonour fee as set out in the Fees and Charges Schedule.

## Part 5. Visa Debit Card/ rediCARD Conditions of Use.

These Conditions of Use apply to your use of the VISA Debit card/rediCARD.

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

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

### Guidelines for Ensuring the Security of the VISA Debit card/rediCARD and PIN.

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

## 1. Introduction.

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

## 2. Codes of Conduct.

- 2.1. We warrant that we will comply with the requirements of the Customer Owned Banking Code of Practice (previously known as the “Mutual Banking Code of Practice”, the ePayments Code where that code applies, and any other relevant industry code of practice that may apply to us.
- 2.2. Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these Conditions of Use.

## 3. Signing the VISA Card.

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

## 4. Using the digitally issued VISA Card.

- 4.1. You must ensure that you maintain the security and do not disclose the details of a VISA card issued through Digital Channels.
- 4.2. Where the Visa card is issued through Digital Channels it can be used before you receive the plastic card, e.g. by adding the card to a Digital Wallet (where available).
- 4.3. To ensure safety of cards added to a Digital Wallet, refer to: [defencebank.com.au/cards/digital-wallet2/](https://defencebank.com.au/cards/digital-wallet2/)

## 5. Protecting the PIN.

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

## 6. Using the VISA Card.

- 6.1. You can conduct Transactions up to AU\$100.00 without entering your PIN or signing as long as these Transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the Transaction if you request.

- 6.2. The Contactless Symbol gives you the ability to make a transaction by holding or tapping a card or Digital Wallet within 4cm of an Electronic Terminal without having to insert or swipe the card.
- 6.3. Transactions using the Contactless functionality can be made at a participating Merchant outlet and if it is:
- (a) under AU\$100.00 you will generally not have to enter your PIN.
  - (b) equal to or over AU\$100.00, you will need to enter your PIN, apart from Digital Wallet transactions which generally will not need you to enter your PIN. The same conditions apply to your card's Contactless Transactions as your other card Transactions.
- 6.4. A purchase transaction performed by pressing the 'CR' button will enable you to take cash out - a PIN will always be required for these transactions. The VISA card may only be used to perform Transactions on your Linked Account(s). We will advise you of the accounts, including any credit facility, which you may link to the VISA card.
- 6.5. We will debit your Linked Account(s) with the value of all Transactions, including sales and cash advance vouchers arising from the use of the VISA card (including all mail or telephone orders placed by quoting the VISA card number) and all other Transactions, or credit your Linked Account(s) with the value of all deposit Transactions at Electronic Terminals.
- 6.6. You can receive funds transferred by another Visa cardholder via Visa Direct up to the value of \$USD15,000. Any transfers that exceed the transfer limit will not be processed and funds will be returned to the sender. To receive funds, you need to provide only your 16 digit Visa card number to the sender. You should not provide any further Visa card details such as the expiry date or your PIN. The funds should normally be received in your Linked Account within a few minutes but may take up to 30 minutes. You cannot transfer funds using this service, you can only receive them.
- 6.7. We will advise you from time to time:
- (a) what Transactions may be performed using the VISA Debit card/rediCARD; and
  - (b) what Electronic Terminals may be used.
- 6.8. Transactions will not necessarily be processed to your Linked Account on the same day.
- 7. Using the VISA Card outside Australia.**
- 7.1. All Transactions made in a foreign currency on the VISA card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the Transaction).
- 7.2. All Transactions made in a foreign currency on the VISA card are subject to a currency conversion fee equal to a percentage of the value of the transaction. The currency conversion fee is payable to Cuscal and Defence Bank in our respective capacities of principle member of Visa Worldwide or an agent of a principle member of VISA Worldwide under which Defence Bank can provide the Visa card access to its members. The percentage used to calculate the currency conversion fee is set out in the Fees and Charges Schedule and is subject to change from time to time. We will advise you in advance of any such change.
- 7.3. Some overseas Merchants and Electronic Terminals charge a surcharge for making a Transaction. Once you have confirmed the Transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 7.4. Some overseas Merchants and Electronic Terminals allow the cardholder the option to convert the value of the Transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the Transaction you will not be able to dispute the exchange rate applied.
- 7.5. Before travelling overseas, you or your Nominee should consult us to obtain the VISA Card Hotline number for your country of destination. You should use the VISA Card Hotline if any of the circumstances described in clause 17 apply.
- 7.6. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **8. Withdrawal and transaction limits.**

- 8.1. You agree that the VISA Debit card/rediCARD will not be used to:
- (a) overdraw any of your Linked Account(s); or
  - (b) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- 8.2. If clause 8.1 is breached, we may:
- (a) dishonour any payment instruction given; and
  - (b) charge you an administrative fee as advised to you from time to time.
- 8.3. We may at any time limit the amount of a Transaction if this is required for security or credit risk purposes.
- 8.4. The current daily withdrawal limit is \$1,000 AUD for PIN generated transactions.
- 8.5. A cash advance cannot be made using a card at a contactless terminal.
- 8.6. The current daily transaction limit for contactless purchases is \$100 AUD for each individual transaction and \$300 AUD in the aggregate or as advised from time to time.
- 8.7. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **9. Authorisations.**

You acknowledge and agree that:

- (a) we have the right to deny authorisation for any Transaction for any reason; and
- (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## **10. Account statements.**

- 10.1. We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- 10.2. In respect of any Linked Accounts which have a pre-arranged credit facility attached such as line of

credit or overdraft, we will send you an account statement monthly.

- 10.3. You may request a copy of your account statement at any time.
- 10.4. We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

## **11. Transaction slips and receipts.**

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

## **12. Additional cards.**

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

## **13. Renewal of the VISA Card.**

- 13.1. Unless you are in breach of these Conditions of Use or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Nominee with a replacement card before the expiry date of the current VISA Debit card/rediCARD or additional VISA Debit card/rediCARD. Any replacement card we issue will be a VISA Debit card.

13.2. If you do not wish to receive a replacement VISA card, either for yourself or for your Nominee, you must notify us before the expiration date of the current VISA card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement VISA card.

**14. Cancellation and return of the VISA Debit card/rediCARD.**

14.1. The VISA Debit card/rediCARD always remains our property.

14.2. We can immediately cancel the VISA Debit card/rediCARD and demand its return or destruction at any time with cause or if you breach these Conditions of Use, including cards issued through Digital Channels. This may include capture of the VISA Debit card/rediCARD at any Electronic Terminal.

14.3. We may, at any time, cancel the VISA Debit card/rediCARD for any reason by giving you 14 Days written notice. The notice does not have to specify the reasons for the cancellation. Where we cancel a card without prior notice pursuant to the provisions of Clause 14.2 we will notify you of the cancellation as soon as practicable afterwards. The notice does not have to specify the reasons for the cancellation.

14.4. You may cancel your VISA Debit card/rediCARD or any VISA Debit card/rediCARD issued to your Nominee at any time by giving us written notice.

14.5. If you or we cancel the VISA Debit card/rediCARD issued to you, any VISA Debit card/rediCARD issued to your Nominee(s) will also be cancelled.

14.6. You will be liable for any Transactions you or your Nominee make using the VISA Debit card/rediCARD before the VISA Debit card/rediCARD is cancelled but which are not posted to your Linked Account until after cancellation of the VISA Debit card/rediCARD.

14.7. You must return your VISA Debit card/rediCARD and any VISA Debit card/rediCARD issued to your Nominee to us when:

- (a) we notify you that we have cancelled the VISA Debit card/rediCARD;
- (b) you close your Linked Account(s);

- (c) you cease to be a member of Defence Bank;
- (d) you cancel your VISA Debit card/rediCARD, any VISA Debit card/rediCARD issued to your Nominee, or both; or
- (e) you alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.

**15. Use after cancellation or expiry of the VISA Debit Card/rediCARD.**

15.1 You must not use the VISA Debit card/rediCARD or allow your Nominee to use the VISA Debit card/rediCARD:

- (a) before the valid date or after the expiration date shown on the face of the VISA Debit card/rediCARD; or
- (b) after the VISA Debit card/rediCARD has been cancelled.

15.2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.

**16. Your liability in case of unauthorised transactions.**

16.1. This clause 17 (except clause 17.10) applies to unauthorised Electronic Transactions. An unauthorised Electronic Transaction is an Electronic Transaction that is not authorised by you or your Nominee.

16.2. You are not liable for losses arising from an unauthorised Electronic Transaction:

- (a) where it is clear that you and your Nominee have not contributed to the loss;
- (b) caused by the fraud or negligence of:
  - (i) employees or agents of us;
  - (ii) any third party involved in networking arrangements; or
  - (iii) any Merchant or their employee or agent;
- (c) caused by a forged, faulty, expired or cancelled VISA Debit card/rediCARD, Identifier or PIN;
- (d) caused by the same Electronic Transaction being incorrectly debited more than once to the same account;

- (e) caused by an Electronic Transaction which does not require a PIN authorisation that occurred before receipt of the VISA Debit card/rediCARD;
  - (f) caused by an Electronic Transaction which requires PIN authorisation that occurred before receipt of the PIN;
  - (g) arising from an unauthorised Electronic Transaction that can be made using an Identifier without the VISA Debit card/rediCARD or PIN; or
  - (h) arising from an unauthorised Electronic Transaction that can be made using the VISA Debit card/rediCARD, or the VISA Debit card/rediCARD and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the VISA Debit card/rediCARD.
  - (i) that would exceed the amount of your liability to us, had we not exercised our rights (if any) under the VISA International Operating Rules against other parties to those rules and regulations.
- 16.3. If there is a dispute about whether you or your Nominee received a VISA card or PIN:
- (a) it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
  - (b) we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
  - (c) we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.
- 16.4. Where we can prove on the balance of probability that you or your Nominee contributed to a loss through fraud, or breaching the PIN security requirements in clause 5, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the VISA Debit card/rediCARD or breach of PIN security is reported to us or the VISA Card Hotline. However you are not liable for the portion of losses:
- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
  - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
  - (c) that exceeds the balance on any Linked Account, including any pre-arranged credit; or
  - (d) incurred on any account that you and we had not agreed could be accessed using the VISA Debit card/rediCARD or Identifier and/or PIN used to perform the Electronic Transaction.
- 16.5. You are liable for losses arising from unauthorised Electronic Transactions that occur because you or your Nominee contributed to losses by leaving a VISA Debit card/rediCARD in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 16.6. Where we can prove, on the balance of probability, that you or your Nominee contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a VISA Debit card/rediCARD, or that the PIN security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen VISA Debit card/rediCARD), and when the security compromise was reported to us or the VISA Card Hotline. However, you are not liable for the portion of losses:
- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
  - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
  - (c) that exceeds the balance on any Linked Account, including any pre-arranged credit, or
  - (d) incurred on any account that you and we had not agreed could be accessed using the VISA Debit card/rediCARD and/or PIN used to perform the Electronic Transaction.

- 16.7. Where a PIN was required to perform an unauthorised Electronic Transaction and clauses 17.4, 17.5 and 17.6 do not apply, your liability is the lesser of:
- AU\$150;
  - the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the VISA Debit card/rediCARD, or of the breach of PIN security (except that portion of the loss that exceeds any daily or periodic Transaction limits applicable to the use of your VISA Debit card/rediCARD or your Linked Account); or
  - the balance of your Linked Account, including any prearranged credit.
- 16.8. If you or your Nominee reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this clause 16 for an amount greater than your liability if we exercised any rights under the rules of the VISA card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).
- 16.9. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 16.10. For a Transaction that is not an unauthorised Electronic Transaction, if the VISA Debit card/rediCARD or PIN is used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA card scheme against other parties to that scheme.
- 17. How to report loss, theft, compromised or unauthorised use of the VISA Debit Card rediCARD or PIN.**
- 17.1. If you or your Nominee believe the VISA Debit card/rediCARD has been misused, lost, stolen, compromised or the PIN has become known to someone else, you or your Nominee must immediately contact us (if during business hours) or the VISA Card Hotline at any time on its emergency number detailed in the box below or by cancelling your VISA Debit card/rediCARD via Online Banking or Mobile Banking.
- The VISA Card Hotline or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the VISA Card Hotline.
  - When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at our office.
  - The VISA Card Hotline is available 24 hours a day, 7 days a week.
  - If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours or via Online Banking or Mobile Banking. We will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours or via Online Banking or Mobile Banking at anytime.
  - If the loss, theft or misuse occurs outside Australia, you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
    - with Defence Bank via Online Banking or Mobile Banking;
    - with Defence Bank by telephone or priority paid mail as soon as possible; or
    - by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 7.5 of these Conditions of Use.

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



## 18. Steps you must take to resolve errors or disputed transactions.

- 18.1. If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, you must immediately notify us and provide us with the following information:
  - (a) your name, account number and VISA Debit card/rediCARD number;
  - (b) the error or the Transaction you are unsure about;
  - (c) a copy of the periodical statement in which the unauthorised Transaction or error first appeared;
  - (d) an explanation, as to why you believe it is an unauthorised Transaction or error; and
  - (e) the dollar amount of the suspected error.
- 18.2. If your complaint concerns the authorisation of a Transaction, we may ask you or your Nominee to provide further information.
- 18.3. We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 18.4. Within 21 Days of receipt from you of the details of your complaint, we will:
  - (a) complete our investigation and advise you in writing of the results of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 18.5. We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- 18.6. If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 18.7. If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

- 18.8. When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your Linked Account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).
- 18.9. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Address.** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
**Phone.** 1800 931 678 (free call)  
**Email.** info@afca.org.au  
**Online.** afca.org.au

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

## **19. Transaction and other fees.**

- 19.1. We will advise you whether we charge a fee, and the amount of such fee, for:
- (a) any Transactions;
  - (b) issuing the VISA Debit card/rediCARD or any additional or replacement VISA cards;
  - (c) using the VISA Debit card/rediCARD;
  - (d) receiving funds via the Visa Direct service;
  - (e) issuing the PIN or any additional or replacement PIN;
  - (f) using the PIN;
  - (g) issuing account statements; or
  - (h) any other service provided in relation to the VISA Debit card/rediCARD.
- 19.2. We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any Transaction.
- 19.3. The fees and charges payable in respect of the VISA Debit card/rediCARD are set out in the Defence Bank Fees and Charges Schedule.

## **20. Exclusions of warranties and representations.**

- 20.1. We do not warrant that Merchants displaying VISA/rediCARD signs or promotional material will accept the VISA Debit card/rediCARD in payment for goods and services. You should always enquire before selecting goods or services.
- 20.2. We do not accept any responsibility should a Merchant, bank or other institution displaying VISA/rediCARD signs or promotional material, refuse to accept or honour the VISA Debit card/rediCARD. We do not warrant that Electronic Terminals displaying VISA/rediCARD signs or promotional material will accept the VISA Debit card/rediCARD.
- 20.3. We are not responsible for any defects in the goods and services acquired by you through the use of the VISA Debit card/rediCARD. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

- 20.4. Where you have authorised a Merchant to transact on the account by providing your VISA card number or used your card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example, you may be entitled to reverse (chargeback) a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- 20.5. Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).
- 20.6. To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
- (a) tell us within 30 Days after the date of the statement which shows the Transaction; and
  - (b) provide us with any information we ask for to support your request.
- 20.7. Please contact us for more information about your chargeback rights.

## **21. Malfunction.**

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

## **22. Regular payment arrangements.**

- 22.1. You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- 22.2. To change or cancel any Regular Payment Arrangement you should contact the Merchant or us at least 15 Days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

- 22.3. Should your Card Details be changed (for example if your VISA card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 22.4. Should your VISA card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

### **23. Changes to conditions of use.**

- 23.1. We reserve the right to change these Conditions of Use from time to time, for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, external dispute resolution body or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) as a result of changed circumstances (including by adding benefits or new features);
  - (e) to respond proportionately to changes in the cost of providing the VISA card; or
  - (f) to make them clearer.
- 23.2. We will notify you in writing at least 30 Days before the effective date of change if it will:
- (a) impose or increase any fees or charges for the VISA Debit card/rediCARD or Transactions;
  - (b) increase your liability for losses relating to Transactions; or
  - (c) impose, remove or adjust daily or other periodic Transaction limits applying to the use of the VISA Debit card/rediCARD, PIN, your Linked Account(s) or Electronic Equipment.
- 23.3. We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or

statement of account, or individual notice sent to you.

- 23.4. To the extent permitted by law, we are not required to give you advance notice of:
- (a) a reduction or cancellation of daily VISA Debit card/rediCARD limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
  - (b) other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- 23.5. When the VISA Debit card/rediCARD is used after notification of any changes to the Conditions of Use, you accept those changes and use of the VISA Debit card/rediCARD shall be subject to those changes.

### **24. Privacy and confidentiality.**

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

### **25. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF).**

You agree that:

- 25.1. where required, you will provide to us all information reasonably requested in order for us to comply with our obligations under AML/CTF Legislation or the Visa Scheme Rules;

- 25.2. we may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- 25.3. we or Cuscal may block, delay, freeze or refuse any transactions where we in our sole opinion consider reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML/CTF Legislation, the Visa Scheme Rules or any other relevant laws;
- 25.4. where transactions are blocked, delayed, frozen or refused by us in accordance with this section, you agree that we are not liable for any loss suffered arising directly or indirectly as a result of us taking this action; and
- 25.5. we will monitor all transactions that arise pursuant to your use of the VISA Debit card/rediCARD in accordance with our obligations under AML/CTF Legislation and the Visa Scheme Rules.

**26. Miscellaneous.**

- 26.1. You agree that you will immediately notify us of any change of postal or email address or both for the purpose of any notifications which we are required to send to you.
- 26.2. We may post all statements and notices to you at your registered address as provided for in our records.
- 26.3. You can elect to receive statements electronically via Online Banking. To receive eStatements you need to register via Defence Bank Online Banking. Once registered you will no longer receive your statement via the post. You will also be able to view any statement outside of the current statement period (classified as a previous statement) via Online Banking.
- 26.4. If the VISA Debit card/rediCARD is issued on a joint account, each party to that account is jointly and severally liable for all Transactions on the VISA Debit card/rediCARD.

## Part 6. Verified by Visa Terms.

### IMPORTANT.

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

The Terms in this Part govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully.

To participate in the Verified by Visa program, you may be asked to verify personal details held by us in order to complete the transaction. Should your Visa Debit Card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.

#### 1. Accepting these Terms.

- 1.1. By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Terms.
- 1.2. You agree to be bound by these Terms each time you use Verified by Visa.

#### 2. Application of these Terms.

- 2.1. These Terms in this Part apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account.
- 2.2. In addition to these Terms, all other Terms and Conditions that apply to your Visa Debit Card and account ('Account Terms') still apply, including those set out in Part 5. If there is any inconsistency between these Terms and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

#### 3. Guidelines for Maintaining the Security of Your Visa Debit Card.

- 3.1. In addition to any other requirements in your Account Terms relating to maintaining security of your Visa Debit

Card you agree to, use care to prevent anyone seeing the Visa Debit Card details being entered at the time of authentication.

#### **4. Using the Verified by Visa Service.**

- 4.1. You may use Verified by Visa to make purchases online. However, the Verified by Visa service may only be available in connection with participating online merchants.
- 4.2. When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa Debit Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- 4.3. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Debit Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Debit Card.
- 4.4. In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the internet.
- 4.5. In the event you have a question regarding the authentication process or a transaction using your Visa Debit Card, you should contact us.

#### **5. Subsidiary Cardholders.**

- 5.1. Subject to the Account Terms, you will be liable for all transactions conducted on your account which are undertaken by a subsidiary cardholder.
- 5.2. Subsidiary cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holder's details.

#### **6. Termination of Verified by Visa.**

- 6.1. We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior

notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

#### **7. Participating Online Merchants.**

- 7.1. You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- 7.2. We do not endorse or recommend in any way any participating online merchant.
- 7.3. Your correspondence or business dealings with, or participation in promotions of online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

#### **8. Exclusion of Liabilities.**

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

## **9. Your Conduct.**

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

## **10. Your Liability.**

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

## **11. Errors.**

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

## **12. Changes to Terms.**

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

## Part 7. PayID Terms.

### 1. General.

- 1.1. PayID has been developed as part of the New Payments Platform (NPP), an open access infrastructure facilitating the making of fast *payments* in Australia.
- 1.2. PayID is the name of the addressing capability of the NPP, a function that eliminates the need to enter bank Account number and BSB details when you make a *payment* to another person's account or when another person makes a *payment* to *your linked account*.
- 1.3. PayID uses recognisable and memorable pieces of information such as mobile telephone numbers and email addresses, instead of *your* Account number and BSB number.
- 1.4. You do not have to create or use a PayID for any of *your accounts*. You can continue to operate your *accounts* as normal without a PayID, in which case *payments* to be made from or to *your account* will require *your* BSB details and Account number.

### 2. Applicable Terms and Conditions.

- 2.1. These *PayID terms* are additional terms and conditions that apply to your linked account when you create and link a PayID with that account.
- 2.2. The general account terms of *your linked account* referred to in this DPS and elsewhere continue to apply when you link a PayID to an account.
- 2.3. You agree to these *PayID terms* when you apply for a PayID or request that an existing PayID be linked to an *account*.
- 2.4. To the extent of any inconsistency between the general account terms of *your linked account* referred to in this DPS and these **PayID terms**, these *PayID terms* prevail.
- 2.5. Italicised words have a special meaning as explained at the end of these *PayID terms* or in this DPS.

### 3. Creating a PayID.

- 3.1. You may create a PayID and link it to an eligible *account*. Our Electronic Banking Transaction Products Matrix specifies which *account* types may have a PayID linked to them.

- 3.2. Once a PayID is created and linked to an *account*, any *payments* made to that PayID will be directed to *your linked account*.
- 3.3. A PayID may only be linked to one *account* at a time, but an *account* may have multiple PayIDs linked to it.
- 3.4. When you request creation of a PayID, you represent and warrant to us that:
  - (a) you own or are otherwise authorised to use the PayID;
  - (b) the PayID is current, accurate and complete; and
  - (c) we are authorised to register *your* PayID with the *PayID service*.
- 3.5. We may refuse a request by you to create a PayID where:
  - (a) we have not yet completed verifying or are unable to verify *your* identity;
  - (b) we are not satisfied that you own or are otherwise authorised to use that PayID;
  - (c) we reasonably suspect that the PayID is or has been or will be used for a fraudulent or illegal purpose;
  - (d) we are required to so by law or by the operator of the NPP;
  - (e) the PayID requested by you is already registered with the *PayID service*.

### 4. Duplicated PayID.

Where you attempt to create a PayID is unsuccessful because that PayID has already been registered by someone else with the *PayID service* (duplicated PayID) then, upon request by you, we will provide you with reasonable assistance to resolve the issue of the duplicated PayID by contacting the financial institution or other entity that registered the duplicated PayID with the *PayID service*.

### 5. PayID Name.

- 5.1. To register *your* PayID with the *PayID service*, we are also required to register a *PayID name* to be associated with *your* PayID. When you create *your* PayID, we will either:
  - (a) issue you with a *PayID name*; or
  - (b) enable you to select *your own PayID name* from a list provided to you.

5.2. We will not permit *you* to select or maintain registration of a *PayID name* that we consider could mislead or deceive a person into sending *you a payment* intended for another person.

## 6. Making Payments to a PayID.

6.1. You must enter the PayID of the other person as *payee* of the transaction.

6.2. We will verify that the PayID *you* have provided to us has been registered with the *PayID service* and, where registered, we will inform *you* of the *PayID name* attached to that PayID.

6.3. You must check to make sure that the *PayID name* displayed matches the identity of the person *you* intend to pay.

6.4. If *you* do not recognise the *PayID name* or the *PayID name* does not match the identity of the person *you* wish to pay, then *you* should contact the person *you* wish to pay to confirm that all details are correct before proceeding to make the *payment*.

6.5. Use by *you* of incorrect details could result in a *payment* being made to a person other than the person *you* intend to pay and may result in loss of your funds.

## 7. Payments to Your PayID.

The ability of a person to make a *payment* to *your* PayID depends on that person's financial institution, their *account type* and on the type of *payment* to be made. In some cases, the other person may not be able to make a *payment* to *your* PayID and *you* will need to provide them with *your* BSB and Account number.

## 8. Maintaining PayID Details.

You must keep *your* PayID details current, accurate and complete and cancel *your* PayID immediately in circumstances where *you* no longer own or have authority to use *your* PayID.

## 9. Locking Your PayID.

9.1. You are able to temporarily stop *payments* being made to *your* PayID by locking *your* PayID via online or mobile banking.

9.2. While *your* PayID is locked, *payments* received by us addressed to *your* PayID will be rejected by us, returned to sender and not credited to *your linked account*.

9.3. We may lock *your* PayID at any time without notice to *you* if we reasonably suspect that *your* PayID has been used for fraudulent or illegal purposes.

9.4. You will not be able to transfer *your* PayID while *your* PayID is locked.

## 10. Transferring Your PayID to a Different Account.

10.1. You are able to request transfer of *your* PayID to another *account* you hold with us, or to an *account* you hold with another financial institution.

10.2. Transfer of *your* PayID to another *account* you hold with us generally takes effect immediately, but there is no guarantee that this process will be done immediately.

10.3. If *you* transfer *your* PayID to an *account* you hold with another financial institution, *you* must follow the PayID creation procedures of that other financial institution.

10.4. Until such time as the transfer of *your* PayID to another eligible *account* is completed, any *payment* made to *your* PayID will continue to be directed to the current *linked account* you hold with us.

## 11. Closing Your PayID.

11.1. You are able to close *your* PayID at any time.

11.2. We may close *your* PayID where:

- (a) we are not satisfied that *you* own or are otherwise authorised to use that PayID;
- (b) we reasonably suspect that the PayID is or has been used for a fraudulent or illegal purpose;
- (c) *your* PayID has remained locked for a period that we reasonably consider to be excessive; or
- (d) we are required to do so by law or by the operator of the NPP.

11.3. We will automatically close *your* PayID if the *linked account* to which that PayID is attached is closed.

11.4. When *your* PayID *linked account* is closed with us, *your* PayID is removed from the *PayID service* that we maintain



## **12. Liability.**

- 12.1. The provisions of Part 4, Section 1 (Payment Facilities and Services Electronic Banking) of this DPS apply to *payments* made to a PayID to the extent that they are not inconsistent with these *PayID terms*.
- 12.2. The provisions of this DPS dealing with *mistaken internet payments* apply to *payments* sent to the PayID of another person.
- 12.3. The provisions of this DPS dealing with *mistaken internet deposits* apply to *payments* made by another person to *your* PayID.

## **13. Privacy and Disclosure.**

- 13.1. To enable *you* to use a PayID *we* will need to record *your* PayID, *PayID name* and *account* details and other personal information with the *PayID service* or its service providers.
- 13.2. If *we* do not disclose *your* personal information to the *PayID service* or its service providers *we* will not be able to provide the *PayID service* to *you*.
- 13.3. Where *your linked account* is a joint *account*, other *account* holders may be able to see messages and notifications associated with *payments* and other messages addressed to *your* PayID.
- 13.4. *You* agree to *us* disclosing to the *PayID service* and its service providers (and in the case of a joint *account* the other *account* holders) such of *your* personal information as is necessary in order for *us* to facilitate the provision of the *PayID service* to *you*.

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# We're here to help.

It's easy and convenient  
to contact us.

**Here's how:**

- 1800 033 139 (8am to 8pm AEST weekdays)
- visit your local Defence Bank branch
- [defencebank.com.au](https://defencebank.com.au)
- [info@defencebank.com.au](mailto:info@defencebank.com.au)