



# **South West Credit ACCOUNT & ACCESS FACILITY Conditions of Use**

Effective from; 30 March, 2011

The South West Credit Account and Access Facility is issued by:  
South West Credit Union Co-operative Ltd  
ABN 44 087 651 705  
AFSL/ACL 241258

## How To CONTACT Us

Visit us at our branch – or visit our website at [www.swcredit.com.au](http://www.swcredit.com.au) for contact details



Phone us on 03 5560 3900



Write to us at  
[PO Box 635  
Warrnambool Vic 3280]



Fax us on 03 5562 8195



### To report the loss, theft or unauthorised use of your Visa Debit Card or RediCARD

- **in Australia**  
call the **Lost or Stolen Cards Hotline on 1800 224 004 on 1800 224 004, 24 hours a day, everyday.** Please also contact us to report the loss, theft or unauthorised use.
- **overseas – for rediCARD:**
  - call us in Australia during our office hours
  - call First Data International on 61 2 9959 7480 (24 hours 7 days a week)
- **overseas – for Visa**
  - **Visa Hot Line (international) 1800 450 346**

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

## CODES OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice.

## PRIVACY

We have a privacy information statement that sets out:

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

We will give you the privacy information statement whenever we request personal information from you. It is always available on request and you can download it from our website at [www.swcredit.com.au](http://www.swcredit.com.au)

## HOW OUR CONDITIONS OF USE BECOME BINDING ON YOU

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

## ACCESSING COPIES OF THE CONDITIONS OF USE

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

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## ACCOUNT OPERATIONS

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### WHAT IS THE SOUTH WEST CREDIT ACCOUNT AND ACCESS FACILITY?

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

- rediCARD
- Visa Debit Card
- Member chequing
- BPAY<sup>®</sup> (registered to BPay Pty Ltd ABN 69 079 137 518)
- telephone and internet banking
- EFTPOS and ATM access
- direct debit requests.

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

### HOW DO I OPEN AN ACCOUNT?

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

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

### PROOF OF IDENTITY REQUIRED

The law requires us to verify your identity when you open an account or the identity of any person you appoint as a signatory to your account.

In most cases you can prove your identity by showing us one of the following photo identity documents:

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

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

The law does not allow you to open an account using an alias without your also giving us all the other names that you are commonly known by.

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

### WHAT ACCOUNTS CAN I OPEN?

When we issue you with the South West Credit Account and Access Facility, you have access to the Easy Everyday account. You can then activate other accounts as needed. Please first check the *Summary of*

*Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

#### **WHAT FEES AND CHARGES ARE THERE?**

Please refer to the *Full Fees & Charges* brochure for current fees and charges. We may vary fees or charges from time to time.

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

#### **WHAT INTEREST CAN I EARN ON MY ACCOUNT?**

Our Interest Rates brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts.

Our *Summary of Accounts & Availability of Access Facilities* brochure discloses how we calculate and credit interest to your account.

#### **WHAT ARE THE TAXATION CONSEQUENCES?**

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

#### **DISCLOSING YOUR TAX FILE NUMBER (TFN)**

When you apply for the South West Credit Account and Access Facility we will ask you whether you want to disclose your Tax File Number or apply for an exemption. If you disclose it, we will note your TFN against any account you activate.

You do not have to disclose your TFN to us. If you do not, we will deduct withholding tax from interest paid on the account at the highest marginal rate.

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

Businesses need only quote their ABN instead of a TFN.

#### **TRUST ACCOUNTS**

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

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

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

#### **THIRD PARTY ACCESS**

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

An authorised person can operate on all the accounts you have access to under the South West Credit Account & Access Facility. You can specify which of your accounts you give the authorised person authority to operate on. You are responsible for all transactions your authorised person carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

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

#### **MAKING DEPOSITS TO THE ACCOUNT**

You can make deposits to the account:

- by cash or cheque at our branch
- by direct credit eg from your employer for wages or salary
- by transfer from another account with us
- by transfer from another financial institution
- by cash or cheque at a National Australia Bank branch using a specially encoded deposit book
- by cash or cheque at selected ATMs, if your account is linked to a RediCARD or Visa Debit Card See EFT Conditions of Use: Section 16

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use: Section 7, on page 15.

#### **DEPOSITING CHEQUES DRAWN ON AUSTRALIAN BANKS**

You can only access the proceeds of a cheque when it has cleared. This usually takes 3 business days. However, you can ask us for a special clearance for which we may charge a fee. Please refer to our Full Fees & Charges Brochure for our current fee for special clearances.

#### **WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT**

You can make withdrawals from the account:

- over the counter at our branch
- by direct debit
- by member cheque, if your account is linked to a member cheque book
- via telephone or internet banking
- via BPAY<sup>®</sup> to make a payment to a biller
- at selected ATMs, if your account is linked to a Visa Debit Card or RediCARD
- via selected EFTPOS terminals, if your account is linked to a Visa Debit Card or RediCARD (note that merchants may impose restrictions on withdrawing cash)
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unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

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

#### **DEBITING TRANSACTIONS GENERALLY**

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

#### **OVER THE COUNTER WITHDRAWALS**

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

- the *Summary of Accounts & Availability of Access Facilities* brochure for any restrictions on withdrawals applying to certain accounts;
- the *Fees & Charges* brochure for any applicable transaction limits.

#### **WITHDRAWALS USING OUR CORPORATE CHEQUES**

This is a cheque the Credit Union draws payable to the person you nominate. You can purchase a corporate cheque from us for a fee: see the *Fees & Charges Brochure*.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

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

#### **OVERDRAWING AN ACCOUNT**

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

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

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for overdrawing your account: see the *Fees & Charges* brochure.

‘Cleared funds’ means the proceeds of cheque deposits to your account, once the cheque is cleared, cash deposits and direct credits.

#### **ACCOUNT STATEMENTS**

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

We can also provide your statements electronically but will only make your account statements, notices and other prescribed account information available at a secure electronic site requiring a pre-arranged and secure access method. Please ask us about this facility.

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

#### **WHAT HAPPENS IF I CHANGE MY NAME OR ADDRESS?**

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

#### **DORMANT ACCOUNTS**

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply we will treat your account as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee;



- stop paying interest or reduce the amount of interest.

If your account remains dormant for 7 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money.

**ACCOUNT COMBINATION**

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

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

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

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

**CLOSING ACCOUNTS AND CANCELLING ACCESS FACILITIES**

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

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

We can:

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

**NOTIFYING CHANGES**

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

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

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

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

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

#### **HOW WE SEND NOTICES & STATEMENTS**

We may send you notices and statements:

- by post, to the address recorded in our membership records or to a mailing address you nominate;
- by fax;
- by email;
- by advertisement in the media, for some notices only.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website for you to retrieve. We will tell you when information is available for you to retrieve, either at the time or on setting up a facility that will have regular postings to the website.

You can change your email address, or revert to receiving paper notices or statements, at any time.

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#### **COMPLAINTS**

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

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

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#### **MEMBER CHEQUING**

##### **MEMBER CHEQUING**

Member chequing allows you to make payments by cheque. We will issue you with a cheque book and authorise you to draw cheques on your nominated account at South West Credit and we will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees. Please refer to the section *Overdrawing An Account* on page 8.

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

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#### DIRECT DEBIT

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

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us we will promptly **stop the facility**. We suggest that you also contact the biller.

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

If you set up the payment on your Visa debit card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

#### PayPal

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

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to do so
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so
- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

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

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#### EFT ACCESS FACILITIES & EFT CONDITIONS OF USE

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##### Section 1. INTRODUCTION AND DESCRIPTION OF EFT ACCESS FACILITIES

Our EFT access facilities are:

rediCARD	Internet Banking
Visa Debit Card	Telephone Banking
BPAY <sup>®</sup>	

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

- the *Summary of Accounts & Availability of Access Facilities* brochure for the EFT access facilities available for each account type;
- the *Fees & Charges* brochure for fees and charges in relation to EFT access facilities and transactions.

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

### **rediCARD**

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

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts (not yet available)
- deposit cash or cheques into your account (at select ATMs only).

rediCARD Plus also allows you to access your account at an ATM or EFTPOS terminal overseas displaying the **Visa/Plus logo**.

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

### **Visa Debit Card**

Visa Debit Card allows you to withdraw cash from your account, anywhere in the world, using an ATM displaying the **Visa Debit Card logo**. We will provide you with a PIN to use with your Visa Debit Card. Visa Debit Card also allows you:

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts (not yet available)
- deposit cash or cheques into your account (at select ATMs only).

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

### **Chargebacks for Visa Debit Card**

If a Visa Debit Card transaction:

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

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. However, we can only do a chargeback if you inform us of the disputed transaction within the timeframe determined by Visa. Currently the shortest cut-off time for notifying of chargeback circumstances is 45 days after the transaction, although longer periods may apply in particular circumstances. In some circumstances where the Electronic Funds Transfer Code of Conduct applies the time limits may not apply.

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

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

## BPAY<sup>®</sup>

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

### Telephone and Internet Banking

Telephone and internet banking gives you remote access to your account that allows you to obtain information about your account, to transfer money between accounts, to make BPAY<sup>®</sup> payments and to transfer money to accounts at other financial institutions

#### Important Information You Need To Know Before Using Any EFT Access Facility

Before you use any EFT Access Facility you should:

- familiarise yourself with your obligations to keep your access card, PINs, secret codes and passwords secure;
- familiarise yourself with the steps you have to take to report loss or theft of your rediCARD or Visa Debit Card or to report unauthorised use of your rediCARD or Visa Debit Card, BPAY<sup>®</sup> or telephone or internet banking;
- check your statements regularly for any unauthorised use.
- ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and URL addresses contained in the *How to Contact Us* section at page 2.
- ALWAYS REJECT any request to provide or to confirm details of your PIN, secret code or password. We will NEVER ask you to provide us with these details.

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

## Section 2. DEFINITIONS

In these EFT Conditions of Use:

- (a) **“access method”** means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:
- in the case of internet banking or telephone banking – any combination of your Visa Debit Card and PIN, your membership number, secret code or password and PIN;
  - in the case of BPAY<sup>®</sup> - any combination of your Visa Debit Card and PIN, your account number, secret code or password;
  - in the case of Visa Debit Card or rediCARD - your Visa Debit Card or rediCARD and PIN used at an EFT terminal;
- (b) **“BPAY<sup>®</sup>”** means the electronic payment scheme called BPAY<sup>®</sup> operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY<sup>®</sup>, either via telephone or internet access or any other access method as approved by us from time to time;
- (c) **“business day”** means any day on which we are open for business;

- (d) **“EFT terminal”** means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Debit Card and /or rediCARD] and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);
- (e) **“EFT transaction”** means an electronic funds transfer to or from your account using an access method and includes transactions carried out by means of:
- rediCARD
  - Visa Debit Card
  - BPAY<sup>®</sup>
  - Internet Banking
  - Telephone Banking
- (f) **“home banking system”** means our system for providing internet banking or telephone banking;
- (g) **“internet banking”** means a service we provide from time to time through our internet site which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (h) **“internet site”** means our site at:  
www.swcredit.com.au
- (i) **“telephone banking”** means a service we offer from time to time through a telephone communication network which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (j) **“we”, “us” or “our”** means South West Credit
- (k) **“you”** means:
- the person or persons in whose name the South West Credit Account and Access Facility is held;
  - any third party you nominate to operate on the South West Credit Account and Access Facility; and
  - any person you authorise us to issue a Visa Debit Card or rediCARD to.

### **Section 3. SECURITY OF CARDS, PINs, SECRET CODES & PASSWORDS**

1. The security of your access cards, PINs, secret codes and passwords is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN, secret code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.
2. You must not tell or show the PIN, secret code or password to another person.
3. You must take care to prevent another person, including your family and friends, from seeing you enter your PIN, secret code or password.
4. You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do use an obvious PIN, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the PIN, secret code or password before you notify us that the PIN, secret code or password has been misused or has become known to someone else.
5. You must not record the PIN, secret code or password on any other part of your access method or keep a record of the PIN, secret code or password on anything which is kept with or near any other part of your access method unless reasonable steps have been taken to carefully disguise the PIN, secret code or password or to prevent unauthorised access to that record.
6. You must not act with extreme carelessness in failing to protect the security of the PIN, secret code or password.

### **Section 4. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR VISA DEBIT CARD OR rediCARD OR PIN**

1. If you believe your Visa Debit Card or rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours or the Visa Debit Card or rediCARD HOTLINE at any time.

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

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

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

1. If you believe that your access method used for BPAY<sup>®</sup> or home banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately.

*Please refer to How to Contact Us on page 2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.*
2. **If you believe an unauthorised EFT transaction has been made via BPAY<sup>®</sup> or home banking and your access method uses a PIN, secret code or password, you should change that PIN, secret code or password.**

**Section 6. EFT TRANSACTION LIMITS**

1. We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. Please refer to a member service officer for the daily limits that apply to particular account types and access methods.
2. Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.
3. We may also require you to apply for new transaction limits if you change any password or secret code in an access method. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

**Section 7. PROCESSING EFT TRANSACTIONS**

1. We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT transactions to or from your account in accordance with your instructions when the appropriate access method is used.
2. If you close your account before an EFT transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT transaction.
3. Transactions will not necessarily be processed to your account on the same day.
4. You acknowledge and agree that:
  - (a) we have the right to deny authorisation for any EFT transaction for any reasons; and
  - (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our refusal.

**Section 8. USING TELEPHONE BANKING AND INTERNET BANKING**

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

**Section 9. USING BPAY<sup>®</sup>**

1. You can use BPAY<sup>®</sup> to pay bills bearing the BPAY<sup>®</sup> logo from those accounts that have the BPAY<sup>®</sup> facility.
2. When you tell us to make a BPAY<sup>®</sup> payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
3. We cannot effect your BPAY<sup>®</sup> instructions if you do not give us all the specified information or if you give us inaccurate information.
4. You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

**Section 10. PROCESSING BPAY<sup>®</sup> PAYMENTS**

1. We will attempt to make sure that your BPAY<sup>®</sup> payments are processed promptly by participants in BPAY<sup>®</sup>, and you must tell us promptly if:
  - (a) you become aware of any delays or mistakes in processing your BPAY<sup>®</sup> payment;
  - (b) you did not authorise a BPAY<sup>®</sup> payment that has been made from your account; or
  - (c) you think that you have been fraudulently induced to make a BPAY<sup>®</sup> payment.  
*Please keep a record of the BPAY<sup>®</sup> receipt numbers on the relevant bills.*
2. A BPAY<sup>®</sup> payment instruction is irrevocable.
3. Except for future-dated payments you cannot stop a BPAY<sup>®</sup> payment once you have instructed us to make it and we cannot reverse it.
4. We will treat your BPAY<sup>®</sup> payment instruction as valid if, when you give it to us, you use the correct access method.
5. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see Section 10.9) when making a BPAY<sup>®</sup> payment or if you did not authorise a BPAY<sup>®</sup> payment that has been made from your account.  
*Please note that you must provide us with written consent addressed to the biller who received that BPAY<sup>®</sup> payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.*
6. A BPAY<sup>®</sup> payment is treated as received by the biller to whom it is directed:



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

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

- 7. Notwithstanding this, a delay may occur processing a BPAY<sup>®</sup> payment if:
  - (a) there is a public or bank holiday on the day after you instruct us to make the BPAY<sup>®</sup> payment;
  - (b) you tell us to make a BPAY<sup>®</sup> payment on a day which is not a banking business day or after the cut off time on a banking business day; or
  - (c) a biller, or another financial institution participating in BPAY<sup>®</sup>, does not comply with its BPAY<sup>®</sup> obligations.
- 8. If we are advised that your payment cannot be processed by a biller, we will:
  - (a) advise you of this;
  - (b) credit your account with the amount of the BPAY<sup>®</sup> payment; and
  - (c) take all reasonable steps to assist you in making the BPAY<sup>®</sup> payment as quickly as possible.
- 9. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY<sup>®</sup> payment and later discover that:
  - (a) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess; or
  - (b) the amount you paid was less than the amount you needed to pay - you can make another BPAY<sup>®</sup> payment for the difference between the amount you actually paid and the amount you needed to pay.
- 10. If you are responsible for a mistaken BPAY<sup>®</sup> payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

#### **Section 11. FUTURE-DATED BPAY<sup>®</sup> PAYMENTS**

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

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

#### **Section 12. CONSEQUENTIAL DAMAGE FOR BPAY<sup>®</sup> PAYMENTS**

- 1. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 2. We are not liable for any consequential loss or damage you suffer as a result of using BPAY<sup>®</sup>, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of

contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

**Section 13. USING VISA DEBIT CARD OR rediCARD**

1. You agree to sign the Visa Debit Card or rediCARD immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Debit Card or rediCARD. You must ensure that any other cardholder you authorise also signs their Visa Debit Card or rediCARD immediately upon receiving it and before using it.
2. We will advise you from time to time:
  - (a) what EFT transactions may be performed using the Visa Debit Card or rediCARD;
  - (b) what EFT terminals of other financial institutions may be used; and
  - (c) what the daily cash withdrawal limits are.

*Also note Section 6 on page 15 that sets out how we can vary daily withdrawal limits from time to time.*

3. You may only use your Visa Debit Card or rediCARD to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Visa Debit Card or rediCARD to access.
4. The Visa Debit Card or rediCARD always remains our property.

**Section 14. USING VISA OR rediCARD OUTSIDE AUSTRALIA**

1. Use of the Visa Debit Card or rediCARD outside Australia must comply with any exchange control requirements.
2. You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
3. All transactions made overseas on the Visa Debit Card or rediCARD will be converted into Australian currency by Visa International, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
4. All transactions made overseas on the Visa Debit Card or rediCARD are subject to a conversion fee payable to CUSCAL, the principal member of Visa International under which your Credit Union can provide you with the Visa Debit Card. Please refer to the *Fees & Charges Brochure* for the current conversion fee.
5. Some overseas merchants and EFT terminals charge a surcharge for making an EFT transaction using your Visa Debit Card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
6. Before travelling overseas, you should obtain the Visa international card HOTLINE number for your country of destination as well as the rediCARD Plus HOTLINE number from us.

**Section 15. ADDITIONAL VISA DEBIT CARD OR rediCARD**

1. You may authorise us, if we agree, to issue an additional Visa Debit Card or rediCARD to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
2. You will be liable for all transactions carried out by this cardholder.
3. We will give each additional cardholder a separate PIN.
4. You must ensure that any additional cardholders protect their Visa Debit Card or rediCARD and PIN in the same way as these EFT Conditions of Use require you to protect your Visa Debit Card or rediCARD and PIN.
5. To cancel the additional Visa Debit Card or rediCARD you must notify us in writing. However, this cancellation may not be effective until the additional Visa Debit Card or rediCARD is returned to us or you have taken all reasonable steps to have the additional Visa Debit Card or rediCARD returned to us.
6. You will not be liable for the continued use of the additional Visa Debit Card or rediCARD from the date that you have:
  - (a) notified us that you want it cancelled; and
  - (b) taken all reasonable steps to have the additional Visa Debit Card or rediCARD returned to us.

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

**Section 16. USING VISA DEBIT CARD OR rediCARD TO MAKE DEPOSITS AT EFT TERMINALS**

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

**Section 17. USE AFTER CANCELLATION OR EXPIRY OF THE VISA DEBIT CARD OR rediCARD**

1. You must not use your Visa Debit Card or rediCARD:
  - (a) before the valid date or after the expiration date shown on the face of the Visa Debit Card or rediCARD; or
  - (b) after the Visa Debit Card or rediCARD has been cancelled.
2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

**Section 18. EXCLUSIONS OF VISA DEBIT CARD OR rediCARD WARRANTIES AND REPRESENTATIONS**

1. We do not warrant that merchants or EFT terminals displaying Visa Debit Card or rediCARD signs or promotional material will accept the Visa Debit Card or rediCARD.
2. We do not accept any responsibility should a merchant, bank or other institution displaying Visa Debit Card or rediCARD signs or promotional material, refuse to accept or honour the Visa Debit Card or rediCARD.
3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa Debit Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

**Section 19. YOUR LIABILITY FOR EFT TRANSACTIONS**

1. You are liable for all losses caused by an unauthorised EFT transaction unless any of the circumstances specified in this Section apply.
2. You are not liable for losses caused by unauthorised EFT transactions:
  - (a) where it is clear that you have not contributed to the loss;
  - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of the EFT system or BPAY<sup>®</sup>;
    - in the case of Visa Debit Card or rediCARD - any merchant; or
    - in the case of BPAY<sup>®</sup> - any biller;
  - (c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;

- (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
  - (e) resulting from unauthorised use of your access method or any part of your access method:
    - before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
    - after you notify us in accordance with Section 4 or Section 5 that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.
3. You will be liable for any loss of funds arising from unauthorised EFT transactions if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:
- (a) your fraud or, where relevant, your failure to keep the PIN, secret code or password secure in accordance with Section 3(2), (3), (4), (5) or (6); or
  - (b) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- (c) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - (d) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
  - (e) all losses incurred on any account which you had not agreed with us could be accessed using the access method.
4. Where a PIN, secret code or password is required to perform the unauthorised EFT transaction and Section 19(3) does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, is the lesser of:
- (a) \$150;
  - (b) the balance of your account, including any prearranged credit; or
  - (c) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN, secret code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).
5. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these EFT Conditions of Use or acted negligently or fraudulently under these EFT Conditions of Use.
6. In the case of BPAY<sup>®</sup>, if you notify us that a BPAY<sup>®</sup> payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY<sup>®</sup> payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.
7. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct, where the code applies.
8. If, in cases not involving EFT Transactions, the Visa Debit Card or PIN are used without authority, you are liable for that use before notification to your Credit Union or the Visa Debit Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

**Section 20. MALFUNCTION**

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

**Section 21. CANCELLATION OF VISA DEBIT CARD OR rediCARD OR OF ACCESS TO HOME BANKING SERVICE OR BPAY<sup>®</sup>**

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



**Summary of Accounts & Availability of Access Facilities**

Date of Preparation: 1 April, 2010

This document must be read together with the South West Credit Account & Access Facility brochure and the Fees & Charges brochure.

ABN 44 087 651 705

Australian Financial Services Licence No 241258

Account	Minimum Opening Deposit	Funds available at call	Interest See Note 1 for information on interest Types stated in this column	Cheque Book	EFTPOS/ATM access Visa Card or Redicard	Home Banking via Internet or Telephone	Direct Entry (Credit or Debit)	B P A Y Bill paying service
Easy Everyday savings (s1)	\$1.00	✓	Type A	✓	✓	✓	✓	✓
Easy Achiever (s6)	\$1.00	✓	Type A Type C See Note 3			✓	✓ (Credits only)	
Easy unlimited (s8)	\$1.00	✓	Type A		✓	✓	✓	✓
Easynet Saver (s12)	\$1.00	✓	Type D			✓ See note 6	✓ (Credits only)	
Christmas Club (s35)	\$1.00	See Note 2	Type B				✓ (Credits only)	
Cash Management (s7)	\$5,000.00 See Note 4	✓	Type C			✓		
Members under 17.	\$1.00	✓	Type A		✓	✓	✓	✓
Term Deposits	\$1,000	See Note 5	Type E					
ATCallSavings(s2tos5)	\$1.00	✓	Type A			✓	✓	✓

Note 1:

Interest calculations & when interest is credited

- Type A: calculated on Minimum Monthly Balance and credited 30 June
- Type B: calculated on minimum monthly balances, credited on 31 October
- Type C: Interest/ Bonus interest is calculated on a Daily Balance and credited at month end
- Type D: calculated on a Daily Balance, credited at quarter end
- Type E: calculated on daily balances, credited at maturity or 12 monthly, if earlier; other than on maturity, interest may be added to the term deposit, thus earning additional interest, credited to your access account or paid to you by Corporate Cheque

Note 2:

Withdrawal period between 1 November and 31 January. We may allow early withdrawals in our absolute discretion eg, in cases of hardship. Fees & charges may apply; please refer to our Fees & Charges Brochure.

Note 3:

Bonus interest will be paid on this account at the end of each month on the provision that Terms & Conditions have been met. 1) No withdrawals for the month. 2) At least 1 deposit of \$50 or more for the month.

Note 4:

The minimum withdrawal is \$500 and a minimum balance of \$5,000 must be maintained. Account balances below \$5,000 do not earn interest

Note 5:

Withdrawable at maturity. We may allow early withdrawals in our absolute discretion eg, in cases of hardship or special need. We may also reduce the interest to nil. On maturity, we will automatically re-invest your term deposit in the same type of term deposit as your originally chose, unless you have told us otherwise. We will ask you, when making your initial term deposit, what you want to happen on maturity.

Note 6:

Withdrawals can only be done via internet banking and funds must be transferred to an S1 or S8 account.