TRANSPORT MUTUAL CREDIT UNION ACCOUNT & ACCESS FACILITY

Conditions of Use

Date taking effect: 1 June 2025

The Transport Mutual Credit Union Account and Access Facility is issued by:
Transport Mutual Credit Union Limited
ABN 78 087 650 600
Australian Financial Services Licence 240718

HOW TO CONTACT US

In person	Visit us at Ground Floor, 410 Elizabeth Street, Surry Hills NSW 2010
Telephone:	(02) 9763 3190 or 1300 652 274 (NSW country or interstate)
Email:	members@transportmutual.com.au
Postal Address:	Ground Floor, 410 Elizabeth Street, Surry Hills NSW 2010
Website:	www.transportmutual.com.au

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

- **Call the Visa Card CARDHOLDER SUPPORT LINE on 1800 648 027, 24 hours a day, every day. Please also contact us to report the loss, theft.**
- **Visa Card Loss or Theft while overseas –**
  Call the Visa Card CARDHOLDER SUPPORT LINE on +61 2 8299 9101, 24 hours a day, every day. Also, please contact us before you travel overseas to advise countries you intend to visit.
- **Visa Card unauthorised use –call the Visa Card Fraud Department ("Vigil" Service) on 1300 705 750, 24 hours a day, every day. If overseas, call +61 2 8299 9534. Please also contact us to report unauthorised use.**

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

CUSTOMER OWNED BANKING CODE OF PRACTICE

We warrant that we will comply with the Customer Owned Banking Code of Practice. You can download a copy of the Customer Owned Banking Code of Practice at: www.customerownedbanking.asn.au

EPAYMENTS CODE

We warrant that we will comply with the ePayments Code.

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.transportmutual.com.au

FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

The Credit Union is an ADI. Depositors with the Credit Union may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information about the FCS visit the FCS website at www.fcs.gov.au

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WHAT IS THE TRANSPORT MUTUAL CREDIT UNION ACCOUNT AND ACCESS FACILITY?

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

- Visa Card
- BPAY® (registered to BPay Pty Ltd ABN 69 079 137 518)
- Internet and Mobile Banking
- EFTPOS and ATM access
- Bank@Post access via any Australia Post outlet
- Direct Debit requests.

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

HOW DO I OPEN AN ACCOUNT?

By Becoming A Member

You will need to become a member of the Credit Union before we can issue the Transport Mutual Credit Union Account and Access Facility to you. To become a member, you will need to 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 and the identity of any person you appoint as a signatory to your account.

In most cases you can prove your identity by showing us a government issued photo identity documents, such as a driver's licence or passport. If you do not have photo ID please contact us to discuss what other forms of identification may be acceptable. In some circumstances we may verify your identity electronically using information you provide.

WHAT ACCOUNTS CAN I OPEN?

When we issue you with the Transport Mutual Credit Union Account and Access Facility, you have access to the S4 Multi-Access Account. You can then activate other accounts as needed. Please first check the *Summary of Accounts & Availability of Access Facilities section* for the different account types available, any special conditions for opening, and the features and benefits of each account type.

JOINT ACCOUNTS

A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (for business accounts different rules may apply - see Note below)
- joint and several liability – if the account is overdrawn, each joint holder is individually liable for the <u>full amount</u> owing.

You can operate a joint account on a 'joint operation' or 'individual operation' basis:

- 'joint operation' means 2 or more joint holders must authorise any withdrawal, payment or transfer from the account'individual operation' means any one joint holder can authorise any withdrawal, payment or transfer from the account

By default, new joint accounts will be opened on an individual operation basis unless the joint holders instruct otherwise in the account opening application. The joint holders can jointly change account operating instructions in writing at any time.

However, irrespective of the joint account operating instructions, any one joint holder can instruct us to:

- change the account operation to joint operation by all joint holders only; or

- suspend the account to allow the joint holders time to reach agreement about dispersal of the account funds,

in which case these instructions will remain in effect until all joint holders agree otherwise.

We may also change the account operation to joint operation by all joint holders only, if we become aware of a dispute between the joint holders, or of the bankruptcy of any joint holder.

Please note that some access facilities (such as access cards) may not be available if the joint account operates on a joint operation basis.

Irrespective of the joint account operating instructions, all joint account holders will need to provide instructions to:

- close the account
- appoint a third-party signatory to the account
- change the method or address for delivery of statements or notices in relation to the joint account – this does not prevent a joint holder changing their method or address for delivery of statements or notices they receive individually, which may include in relation to the joint account.

The above applies to joint personal accounts. For joint business accounts, such as partnership accounts, we may accept and rely on different account operating instructions. Please contact us for information about joint business accounts.

Note: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next-of-kin if there is no will.

If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.

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.

TERM DEPOSITS

To service your Term Deposit, we need you to open an accompanying Access Account in the same name(s) as your Term Deposit. It will be used to add or withdraw funds from the Term Deposit. If you don't have an accompanying Access Account to facilitate this, we will open an Access Account for you in the same name(s) as your Term Deposit.

On maturity, we will automatically re-invest your term deposit for the same or similar term at the interest rate which applies at that time, unless you have told us otherwise. Normally, we will ask you, when making your term deposit, what you want to happen on maturity.

You cannot withdraw or transfer funds from a term deposit account prior to maturity unless you give us 7 days' notice. If you believe you may need access to your funds prior to maturity, you should consider a shorter term or another deposit product.

Where you give us notice of early withdrawal and the maturity date is less than 7 days from the date of notice, we may not release the funds until maturity.

Upon early withdrawal or transfer, we will reduce the interest payable. An adjustment may be required where we have paid interest to you prior to you making an early withdrawal. Where an adjustment is required, we will deduct the applicable amount from the deposit balance paid to you.

The reduced interest rate is calculated as follows:

Percentage of term elapsed	Adjustment to be applied as a % of the 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%

For example, if your term deposit has been invested for 50% of the agreed term, then the interest rate adjustment to be applied will be 60%. Therefore, if the interest rate at the commencement of the term was 4.00% per annum, the interest rate that you will earn on the amount that you have withdrawn early will be 40% of the interest rate agreed at commencement of the term. The interest rate you would earn on the withdrawal amount is:

4.00% (p.a) – (4.00% x 60%) = 1.60% pa.

In special circumstances or emergencies, we may permit you to withdraw all or part of the funds lodged prior to the maturity date, without applying the interest rate reduction. No interest reduction shall apply where the Term Deposit is released early due to death of a depositor.

In the case of partial redemptions, the amount remaining will continue to earn the interest rate originally agreed until the date of maturity. If the amount remaining is less than the minimum allowed for that type of Term Deposit, the whole balance must be redeemed and penalty interest will apply.

WHAT FEES AND CHARGES ARE THERE?

Please refer to the *Fees & Charges and Transaction Limits* brochure for current fees and charges. We may vary fees or charges from time to time, as set out under *Notifying Changes* on page 10.

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* section 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 Transport Mutual Credit Union Account and Access Facility we will ask you whether you want to disclose your Tax File Number or 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.

THIRD PARTY ACCESS

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

You are responsible for all transactions the signatory carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

For personal accounts, a signatory's authority is limited to:

- carrying out withdrawals, payments or transfers from the account;
- making enquiries about account balances and transactions on the account, including any debit balance or available credit on a transactional account.

For business accounts please contact us about applicable signatory options.

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

MAKING DEPOSITS TO THE ACCOUNT

You can make deposits to the account:

- by direct credit e.g. from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit

- by transfer from another account with us
- by transfer from another financial institution
- by cash at selected ATMs, if your account is linked to a Visa card
- via Australia Post Bank@Post,

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

DEPOSITS USING ELECTRONIC EQUIPMENT

We are responsible for a deposit into a facility received by our electronic equipment, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

DEPOSITING CHEQUES DRAWN ON AUSTRALIAN BANKS

You can only access the proceeds of a cheque when it has cleared. Cheques can be deposited at any Australia Post via Bank@Post. Please allow up to 7 business days for the cheque to clear.

WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT

You can make or authorise withdrawals or transfers from the account:

- by direct debit
- via electronic banking
- by BPAY® to make a payment to a biller
- at selected ATMs, if your account is linked to a Visa card
- via selected EFTPOS terminals, if your account is linked to a Visa card (note that merchants may impose restrictions on withdrawing cash)
- via Australia Post Bank@Post

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

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. Transactions will not necessarily be processed to your account on the same day.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We may also delay or not process a transaction for any of the reasons set out in Closing Accounts, Cancelling Access Facilities & Delaying, Blocking , Freezing or Refusing Transactions on page 10. 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 reasonably exercising these rights.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction.

TRANSACTION LIMITS

We limit the amount of daily withdrawals or payments you may make, either generally or in relation to a particular facility. These transaction limits are set out in the *Fees, Charges and Transaction Limits* brochure.

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

We may, on application from you, agree to vary a transaction limit. We may also require you to apply for new transaction limits if you change any passcode. We may reduce transaction limits to zero for security reasons.

OVERDRAWING AN ACCOUNT

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

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

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for each day (or part of a day) your account is overdrawn: see the *Fees, Charges and Transaction Limits* brochure.

'Cleared funds' means the funds must be shown as available funds in your account..

SWEEP FACILITY

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, which authorises us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account available to draw on.

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 *Fees, Charges and Transaction Limits* brochure.

We may offer 'digital only' accounts, with statements provided electronically via internet or mobile banking only: see the *Summary of Accounts & Availability of Access Facilities* section. For all other accounts, statements will normally be provided electronically via internet or mobile banking unless:

- you request that statements be sent in paper form;
- you have not registered for internet banking access; or
- you have not provided us with an email address we can use to notify you when the statements are available,

in which case we will provide paper statements and may charge you a fee: see the *Fees & Charges and Transaction Limits* brochure. We may provide paper statements in other circumstances.

We recommend that you 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 MY DETAILS CHANGE?

You must let us know immediately if you change any of your personal or contact details including your name, address, email address or mobile phone number. [You can update your contact details via internet banking or by contacting us (see How To Contact Us on page 2)]

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 within 10 business days of the date of our notice to you, 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 is inactive 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.

When you cease to be a customer, 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: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments and any successor Code (both when enforcing indebtedness owed to us and, to the extent the law permits, when facilitating enforcement by a third party judgment creditor).

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

Closing Accounts, Cancelling Access Facilities & Delaying, Blocking , Freezing or Refusing Transactions

You can close the Transport Mutual Credit Union Account and Access Facility at any time. However, you will have to surrender your Visa card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding electronic transactions and fees, if applicable.

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

We can close the Account and Access Facility in our absolute discretion by giving you at least 14 days' notice.

However, without prior notice, we can close, or suspend your access to, any account, cancel any access facility, or delay, block, freeze or refuse any transaction:

- if we reasonably believe doing so will protect you or us from harm or loss;
- if we reasonably suspect fraudulent or illegal use of the account or access facility;
- if we reasonably suspect that a transaction may breach a law or sanction;
- to comply with our legal and regulatory obligations, including with our related policies and procedures; or
- if you fail to provide us with information or documents we reasonably request.

We will act fairly and reasonably towards you when taking such action without prior notice.

If we close your account, we will pay you the net credit balance in the account unless we reasonably believe that our legal or regulatory obligations prevent us from doing so and subject to our right to combine accounts (see *Account Combination* on page 9).

Notifying Changes

We may change fees, charges, interest rates and other conditions applicable to the Account & Access Facility at any time. We will act reasonably in making these changes and only do so for legitimate business purposes. If you do not like the change, you can ask us to close your Account and Access Facility, or close any account or cancel any access facility in it, in accordance with these Conditions of Use: see *Closing Accounts, Cancelling Access Facilities & Delaying, Blocking , Freezing or Refusing Transactions* on page 10.

The following table sets when we will notify you of any change.

Type of change	Minimum 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 or debited to your account	20 days
Changing deposit interest rates	on the day of change
Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 3 on page 14 for a description of ePayments)	20 days
Imposing, removing or changing any periodic transaction limit relating to ePayments	20 days

For all other changes, we will provide reasonable notice (which, depending on the nature of the change, may be before or after the change is made). If we reasonably consider that such a change is unfavourable to you, we will provide at least 20 days' notice. However, we may give shorter, or no, advance notice of a change unfavourable to you if it is reasonable for us to manage a material and immediate risk.

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

- notification by letter or other direct communication (including by electronic means);
- 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 we reasonably consider appropriate to the nature and extent of the change, as well as the cost and effectiveness of the method of notification.

We will always provide notice in accordance with any applicable law or industry code (such as the Customer Owned Banking Code of Practice).

If there is a change to, or introduction of a government charge that you directly or indirectly pay as part of your banking service, we will tell you about this reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change.

How We Send Notices & Statements

To the extent permitted by law, we may send you notices and statements:

- by post, to the address recorded in our records or to a mailing address you nominate;
- by electronic means, including by email to an email address you have given us, SMS to a mobile phone number you have given us, or via our TMCU mobile banking app;
- by advertisement in the media or our website, for some notices only
- by other means we agree with you.

We may, instead of sending you a notice or statement, post notices or statements to our website or internet banking service for you to retrieve. In that case, we will notify you via email or other electronic means, when information is available for you to retrieve.

Unless the account is a digital only product (see the *Summary of Accounts & Availability of Access Facilities* section), you can revert to receiving paper notices or statements, at any time. We may charge a fee for providing paper statements or notices: see the *Fees and Charges and Transaction Limits* section.

You must ensure your address and other contact details, including email address and mobile phone number, are correct and up to date at all times.

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 our account at the National Australia Bank or another Bank as we chose. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct the Bank to 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 9.

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.

Direct Debit

You can authorise a participating biller to debit amounts from your eligible account (using your BSB and account number), 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 take action within 1 business day to cancel the facility. We suggest that you also contact the biller.

We will promptly investigate if you inform us that a direct debit was not authorised or is otherwise irregular. We suggest that you also contact 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.

ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE

Section 1. INFORMATION ABOUT OUR EPAYMENT FACILITIES

You should follow the guidelines in the box below to protect against unauthorised use of your Visa card, devices and passcodes. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

Important Information About Protecting Your Visa Card, Devices and Passcodes

- Sign the Visa card as soon as you receive it.
- Familiarise yourself with your obligations to keep your Visa card and passcodes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your Visa card or device, or to report unauthorised use of your Visa card, BPAY® or electronic banking.
- Immediately report lost, theft or unauthorised use or access (see How To Contact Us on page 2).
- If you change a passcode, do not select a passcode which represents your birth date or a recognisable part of your name.
- Never write or save the passcode on any Visa card, mobile phone, computer or device, even if disguised.
- Never write the passcode on anything which is kept with or near any Visa card, mobile phone, computer or device.
- Never lend the Visa card to anybody.
- Never tell or show the passcode to another person.
- Use care to prevent anyone seeing the passcode being entered on any electronic equipment.
- Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address, and ensure your contact details, including email address and mobile phone number, are correct and up to date at all times.
- ALWAYS access the telephone banking or electronic banking service only using the OFFICIAL phone numbers and URL addresses.
- NEVER access electronic banking via a link in an email, SMS or other electronic message.
- If accessing electronic banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or to confirm details of your passcode. We will NEVER ask you to provide us with these details.

If you fail to ensure the security of your Visa card, access facility and passcode you may increase your liability for unauthorised transaction.

These ePayment Conditions of Use govern all electronic transactions made using any one of our access cards or facilities, listed below:

Visa Card	Electronic Banking
BPAY®	

You can use any of these electronic access facilities to access an account, as listed in the *Summary of Accounts & Availability of Access Facilities*.

Visa Card

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

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

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

Important Information about Chargebacks for Card transactions

If you wish to dispute a card transaction you should notify us as soon as possible. Under the relevant scheme rules we can seek a refund of card purchases from the merchant's financial institution in certain circumstances, such as non-delivery of goods or services ordered, unauthorised purchases, or payments under a regular payment arrangement that you had already cancelled. This is called a 'chargeback'.

The relevant scheme rules impose strict timeframes on requesting chargebacks. We will need to investigate a disputed transaction to determine if we have a right to a chargeback. You must provide us with any information or material we request to investigate the transaction and support the chargeback request. If we determine that we have a right to a chargeback we will seek it without delay.

It is in your own interest to notify us as soon as possible if you become aware of circumstances which might entitle us to claim a chargeback on your behalf.

However, you should seek to resolve the issue with the merchant first.

Please note that chargebacks do not apply to BPAY® payments

Section 2. DEFINITIONS

(a) **access card** means an ATM card, debit card or credit card and includes our Visa Card

(b) AFCA means the Australian Financial Complaints Authority

(c) **ATM** means automatic teller machine

(d) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned

(e) **device** means a device we give to a user that is used to perform a transaction. Examples include:

  (i) ATM card

  (ii) debit card or credit card, whether physical or virtual

  (iii) token issued by us that generates a passcode

(f) **EFTPOS** means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale

(g) **facility** means an arrangement through which you can perform transactions

(h) **identifier** means information that a user:

(i) knows but is not required to keep secret, and

(ii) must provide to perform a transaction

Examples include an account number, customer number or PayID. An identifier also includes a token generated from information that would otherwise be an identifier.

(i) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet

(j) **passcode** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:

(i) personal identification number (PIN)

(ii) electronic banking password

(iii) code generated by a physical security token.

(iv) code provided to a user by SMS, email or in a mobile application

A passcode does not include a number printed on a device (e.g. a security number printed on a credit or debit card).

Note: *A passcode includes single-use passwords or codes, as well as passwords or codes that are used more than once.*

(k) **pay anyone banking facility** means a facility where a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments.

(l) **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 account using your debit card or credit card details at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

(m) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3

(n) **unauthorised transaction** means a transaction that is not authorised by a user. It does not include any transaction that is performed by you or another user, or by anyone who performs a transaction with the knowledge and consent of you or another user.

(o) **user** means you or an individual you have authorised to perform transactions on your account, including:

(i) a third party signatory to your account

(ii) a person you authorise us to issue an additional card to

(p) **we**, **us**, or **our** means Transport Mutual Credit Union Limited

(q) **you** means the person or persons in whose name this Account and Access Facility is held

Section 3. TRANSACTIONS

3.1. These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:

(a) initiated using electronic equipment, and

(b) not intended to be authenticated by comparing a manual signature with a specimen signature.

3.2. Without limiting clause 3.1, these ePayment Conditions of Use apply to the following transactions:

(a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature

(b) bill payment transactions

(c) pay anyone banking facility transactions

(d) online transactions performed using a card number and expiry date

(e) online bill payments (including BPAY®)

(f) direct debits

(g) transactions using mobile devices.

Section 4. WHEN YOU ARE NOT LIABLE FOR LOSS

4.1. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:

(a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent

(b) a device, identifier or passcode which is forged, faulty, expired or cancelled

(c) a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)

(d) a transaction being incorrectly debited more than once to the same facility

(e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.

4.2. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the device.

4.3. You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.

4.4. In a dispute about whether a user received a device or passcode:

(a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it

(b) we can prove that a user received a device or passcode by obtaining an acknowledgement of receipt from the user

(c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or passcode.

Section 5. WHEN YOU ARE LIABLE FOR LOSS

5.1. If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.

5.2. Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the passcode security requirements in Section 6:

(a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us

(b) you are not liable for the portion of losses:

(i) incurred on any one day that exceeds any applicable daily transaction limit

(ii) incurred in any period that exceeds any applicable periodic transaction limit

(iii) that exceeds the balance on the facility, including any pre-arranged credit

(iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.

5.3. Where:

(a) more than one passcode is required to perform a transaction; and

(b) we prove that a user breached the passcode security requirements in Section 6 for one or more of the required passcodes , but not all of the required passcodes

you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the passcode security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

5.4. You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

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

5.5. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:

(a) are liable for the actual losses that occur between:

(i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and

(i) when the security compromise was reported to us

(b) are not liable for any portion of the losses:

(i) incurred on any one day that exceeds any applicable daily transaction limit

(i) incurred in any period that exceeds any applicable periodic transaction limit

(ii) that exceeds the balance on the facility, including any pre-arranged credit

(iii) incurred on any facility that we and you had not agreed could be accessed using the device and/or passcodes used to perform the transaction.

Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.

5.6. Where a passcode was required to perform an unauthorised transaction, and clauses 5.2-5.5 do not apply, you are liable for the least of:

(a) $150, or a lower figure determined by us

(b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit

(c) the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

5.7. In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:

(a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring

(b) the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the passcode security requirements in Section 6

(c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

5.8. If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

Section 6. PASSCODE SECURITY REQUIREMENTS

6.1. Section 6 applies where one or more passcodes are needed to perform a transaction.

6.2. A user must not:

(a) voluntarily disclose one or more passcodes to anyone, including a family member or friend

(b) where a device is also needed to perform a transaction, write or record passcode(s) on a device, or keep a record of the passcode(s) on anything:

(i) carried with a device

(ii) liable to loss or theft simultaneously with a device

unless the user makes a reasonable attempt to protect the security of the passcode

(c) where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode(s).

Note: If you or another user breaches these passcode security requirements, we may not be required to indemnify you for loss arising from that breach. See Section 5.

6.3. For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode record, including by:

(a) hiding or disguising the passcode record among other records

(b) hiding or disguising the passcode record in a place where a passcode record would not be expected to be found

(c) keeping a record of the passcode record in a securely locked container

(d) preventing unauthorised access to an electronically stored record of the passcode record.

This list is not exhaustive.

6.4. A user must not act with extreme carelessness in failing to protect the security of all passcodes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Note 1: An example of extreme carelessness is storing a user name and passcode for internet banking in a diary, computer or other personal electronic device that is not password protected under the heading 'Internet banking codes'.

Note 2: For the obligations applying to the selection of a passcode by a user, see clause 6.5.

6.5. A user must not select a numeric passcode that represents their birth date, or an alphabetical passcode that is a recognisable part of their name, if we have:

(a) specifically instructed the user not to do so

(b) warned the user of the consequences of doing so.

6.6. The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5.

6.7. Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the passcode security requirements in Section 6.

6.8. Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a passcode that is required or recommended for the purpose of using the service does not breach the passcode security requirements in Section 6.

6.9. For the purposes of clauses 6.8, we are not taken to have promoted, endorsed or authorised a user's use of a particular service merely because we have chosen to use the service for our own purposes or have not actively prevented the user from accessing a service.

Section 7. LIABILITY FOR LOSS CAUSED BY SYSTEM OR EQUIPMENT MALFUNCTION

7.1. You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.

7.2. Where 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 is limited to:

(a) correcting any errors

(b) refunding any fees or charges imposed on the user.

Section 8. NETWORK ARRANGEMENTS

8.1. We must not avoid any obligation owed to you on the basis that:

(a) we are a party to a shared electronic payments network

(b) another party to the network caused the failure to meet the obligation.

8.2. We must not require you to:

(a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network

(b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

Section 9. MISTAKEN INTERNET PAYMENTS

9.1. In this Section 9:

(a) **mistaken internet payment** means a payment by a user through a pay anyone banking facility and processed by an ADI where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

(i) the user's error; or

(ii) the user being advised of the wrong BSB number and/or identifier.

Note: This definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

(b) **receiving ADI** means an ADI whose customer has received an internet payment

(c) **unintended recipient** means the recipient of funds as a result of a mistaken internet payment

9.2. When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.

9.3. If we are satisfied that a mistaken internet payment has occurred, we must, as soon as reasonably possible and by no later than 5 business days from the time of the user's report of a mistaken internet payment, send the receiving ADI a request for the return of the funds

Note: Under the ePayments Code, the receiving ADI must within 5 business days of receiving our request:

(i) acknowledge the request for the return of funds, and

(ii) advise us whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

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

9.5. We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.

9.6. You may complain to us about how the report is dealt with, including that we:

(a) are not satisfied that a mistaken internet payment has occurred

(b) have not complied with the processes and timeframes set out in clauses 9.2-9.5, or as described in the box below.

9.7. When we receive a complaint under clause 9.6 we must:

(a) deal with the complaint under our internal dispute resolution procedures

(b) not require you to complain to the receiving ADI.

9.8. If you are not satisfied with the outcome of a complaint, you are able to complain to AFCA.

9.9. If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving ADI to return the funds to the payer's ADI then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account you must co-operate with us to facilitate repayment of the funds.

Information about a receiving ADI's obligations after we request return of funds

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.

➢ **Process where sufficient funds are available & report is made within 10 business days**

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

➢ **Process where sufficient funds are available & report is made between 10 business days & 7 months**

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:

a. prevent the unintended recipient from withdrawing the funds for 10 further business days, and

b. notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

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

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:

  a. the receiving ADI must return the funds to the sending ADI, and

  b. the sending ADI must return the funds to the holder as soon as practicable.

➢ **Process where sufficient funds are not available**

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must exercise discretion, after appropriate weighing of interests of the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should pursue return of the total value of the mistaken internet payment, pursue the return of a partial amount of the mistaken internet payment, or not pursue any return of funds.
- The above processes where sufficient funds are available will also apply where insufficient funds are available, but only in relation to the value of the insufficient funds available.

Section 10. USING ELECTRONIC BANKING

10.1. We do not warrant that:

(a) the information available to you about your accounts through our electronic banking service is always up to date;

(b) you will have 24 hours a day, 7 days per week, access to electronic banking.

(c) data you transmit via electronic banking is totally secure.

Section 11. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR VISA CARD OR PASSCODE

11.1. If you believe your Visa card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or the Visa card HOTLINE at any time.

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

11.2. 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.

11.3. The Visa card HOTLINE is available 24 hours a day, 7 days a week.

11.4. If the Visa card HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the Visa card 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.

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

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

(b) by telephoning the VISA Card Hotline number for the country you are in.

VISA CARD HOTLINE

AUSTRALIA WIDE TOLL FREE

1800 648 027

VISA CARD (FRAUD DEPT – UNAUTHORISED TRANSACTIONS) – "VIGIL" SERVICE

IN AUSTRALIA: 1300 705 750

FROM OVERSEAS: +61 2 8299 9534

Section 12. HOW TO REPORT UNAUTHORISED USE OF ELECTRONIC BANKING

12.1. If you believe that your passcodes for electronic banking transactions have been misused, lost or stolen, or, where relevant, your passcode 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.

12.2. If you believe an unauthorised transaction has been made and your access method uses a passcode, you should change that passcode.

Section 13. USING THE VISA CARD

13.1. You agree to sign the Visa card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of Visa card. You must ensure that any other cardholder you authorise also signs their Visa card immediately upon receiving it and before using it.

13.2. We will advise you from time to time:

(a) what transactions may be performed using Visa card;

(b) what ATMs of other financial institutions may be used; and

(c) what the daily cash withdrawal limits are.

Please refer to the *Fees, Charges and Transaction Limits* brochure *for details of current transaction limits*

13.3. You may only use your Visa card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Visa card to access.

13.4. The Visa card always remains our property.

Section 14. USING VISA CARD OUTSIDE AUSTRALIA

14.1. 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).

14.2. All transactions made in a foreign currency or with a merchant located overseas (even if in Australian currency) on the Visa Card are subject to a conversion fee. Please refer to the Fees, Charges and Transaction Limits brochure for the current conversion fee.

14.3. Some overseas merchants and electronic terminals charge a surcharge for making a transaction using your Visa Card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

14.4. 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.

Section 15. ADDITIONAL VISA CARD

15.1. You may authorise us, if we agree, to issue an additional Visa card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).

15.2. You will be liable for all transactions carried out by this cardholder.

15.3. We will give each additional cardholder a separate passcode.

15.4. You must ensure that any additional cardholders protect their Visa card and passcode in the same way as these ePayment Conditions of Use require you to protect Visa card and pass code.

15.5. To cancel the additional Visa card you must notify us by telephone, in person at any branch or in writing (including electronically).

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

15.6. You will not be liable for the continued use of the additional Visa card after its cancellation.

(a)

Section 16. USE AFTER CANCELLATION OR EXPIRY OF VISA CARD

16.1. You must not use your Visa card:

(a) before the valid date or after the expiration date shown on the face of Visa card; or

(b) after the Visa card has been cancelled.

16.2. 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 17. EXCLUSIONS OF VISA CARD WARRANTIES AND REPRESENTATIONS

17.1. We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept Visa card.

17.2. We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour Visa card.

17.3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

Section 18. CANCELLATION OF VISA CARD OR OF ACCESS TO ELECTRONIC BANKING OR BPAY®

18.1. You may cancel your Visa card, your access to electronic banking or BPAY® at any time by giving us written notice.

18.2. We may, acting reasonably, immediately cancel or suspend your Visa card or your access to electronic banking or BPAY® at any time:

(a) for security reasons

(b) if you breach these EFT Conditions of Use; or

(c) if we reasonably suspect that you, or someone acting on your behalf, is being fraudulent.

In the case of Visa card, we may cancel the Visa card by capture of the Visa card at any ATM.

18.3. We may cancel your Visa card or your access to electronic banking or BPAY® for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.

18.4. In the case of Visa card, you will be liable for any transactions you make using your Visa card before the Visa card is cancelled but which are not posted to your account until after cancellation of Visa card.

18.5. In the case of electronic banking or BPAY®, if, despite the cancellation of your access to the relevant access method, you carry out a transaction using the relevant access method, you will remain liable for that transaction.

18.6. Your Visa card or your access to telephone, internet or mobile banking or BPAY® will be terminated when:

(a) we notify you that we have cancelled your Visa card or your access method to the account with us;

(b) you close the last of your accounts with us to which the Visa card applies or which has electronic banking or BPAY® access; or

(c) you alter the authorities governing the use of your account or accounts to which the Visa card applies or which has electronic banking or BPAY® access (unless we agree otherwise).

18.7. In the case of Visa card, we may demand the return or destruction of any cancelled Visa card.

Section 19. USING BPAY®

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

19.2. When you tell us to make a BPAY® payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

19.3. We cannot effect your BPAY® instructions if you do not give us all the specified information or if you give us inaccurate information.

Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.

Section 20. PROCESSING BPAY® PAYMENTS

20.1. We will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:

(a) you become aware of any delays or mistakes in processing your BPAY® payment;

(b) you did not authorise a BPAY® payment that has been made from your account; or

(c) you think that you have been fraudulently induced to make a BPAY® payment.

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

20.2. A BPAY® payment instruction is irrevocable.

20.3. Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.

20.4. We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.

20.5. 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

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

20.7. A BPAY® payment is treated as received by the biller to whom it is directed:

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

(b) otherwise, on the next banking business day after you direct us to make it.

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

20.8. Notwithstanding this, a delay may occur processing a BPAY® payment if:

(a) there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;

(b) you tell us to make a BPAY® payment on a day which is not a banking business day or after the cut off time on a banking business day; or

(c) a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

20.9. If we are advised that your payment cannot be processed by a biller, we will:

(a) advise you of this;

(b) credit your account with the amount of the BPAY® payment; and

(c) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

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

(a) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess; or

(b) the amount you paid was less than the amount you needed to pay - you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.

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

Section 21. FUTURE-DATED BPAY® PAYMENTS

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

21.1. You may arrange BPAY® payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:

(a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.

(b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made 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® payment on or after that date.

Section 22. CONSEQUENTIAL DAMAGE FOR BPAY® PAYMENTS

22.1. 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.

22.2. We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

Section 23. REGULAR PAYMENT ARRANGEMENTS

23.1. You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.

23.2. 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.

23.3. 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.

23.4. Should your Visa Card or your accounts with us 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.

COMPLAINTS

If you want to make a complaint, please speak to our staff:

- at any branch; or
- by calling 02 9763 3190.

You may also make a complaint:

- by emailing members@transportmutual.com.au;
- by visiting our website www.transportmutual.com.au We will handle your complaint fairly and try to resolve it as soon as possible. If we cannot resolve the issue on the spot, we will do our best to complete our investigation and inform you of our decision within 21 days. We will let you know if we need more time.

For more information about our complaint handling process we have a guide to our dispute resolution system available on our website or on request.

Australian Financial Complaints Authority

If you are not satisfied with our response, or handling of your complaint, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent external resolution service. You can contact AFCA at:

Postal Address:	Australian Financial Complaints Authority Limited GPO Box 3 Melbourne VIC 3001
Website:	www.afca.org.au
Email:	info@afca.org.au
Telephone:	1800 931 678

ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee. Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation. You can contact the Committee at:

Postal Address:	Customer Owned Banking Code Compliance Committee PO Box 14240 Melbourne VIC 8001
Website:	www.cobccc.org.au
Email:	info@codecompliance.org.au
Telephone:	1800 931 678

TRANSPORT MUTUAL CREDIT UNION LIMITED ABN 78 087 650 600 AFSL 240718

Summary of Accounts & Availability of Access Facilities

Account	Minimum Opening Deposit	Funds withdrawable at call	Interest (Refer **Note** 1 for information on interest types stated in this column)	EFTPOS / ATM / Bank@Post access by Visa Card	Internet Banking	Direct Entry (Credit or Debit)	BPAY® Bill paying service
Multi-Access (S4)	$1.00	✓	**Type A**	✓	✓	✓	✓
Christmas Club (S5)	$1.00	Refer **Note 2**	**Type C**		✓, refer **Note 2**	✓ (credits only)	✓, refer **Note 2**
Kids Account (S6)	$1.00	✓Refer Note 3	**Type A** Refer Note 3	✓Refer Note 3	✓	✓ (credits only)	
Redifund (S7)	$5,000 Refer **Note 7**	Refer **Note 4**	**Type A**		✓	✓	✓
Premium Saver (S8)	$10,000 Refer **Note 7**	Refer **Note 5**	**Type B**		✓	✓	✓
Business (S50)	$1.00	✓	**Type D**		✓	✓	✓
Term Deposits (I1,I3,I22, I25, I28 A/c's)	$1,000	Refer **Note 6**	**Type G**				
Term Deposits (I24, I26,I41,I42 A/c's)	$1,000	Refer **Note 6**	**Type F**				
Term Deposit (I28 A/c)	$1,000	Refer **Note 6**	**Type G**				

SUMMARY OF ACCOUNTS & AVAILABILITY OF ACCESS FACILITIES (Cont.) – Accompanying Notes

Note 1 Interest calculations & when interest is credited:

- **Type A:** calculated on daily balances, credited 30 September, 31 December, 31 March & 30 June.
- **Type B:** calculated on daily balances, credited last calendar day of each month.
- **Type C:** calculated on daily balances, credited 31 October & 30 June**.**
- **Type D:** calculated on daily balances, credited 30 June.
- **Type E:** calculated on daily balances, credited upfront on date of initial deposit.
- **Type F:** calculated on daily balances, credited 4 weekly or at maturity, to your access account.
- **Type G;** calculated on daily balances, credited at maturity and, for terms of more than 12 months, 6 monthly; other than on maturity, interest may be added to the term deposit, thus earning additional interest, or credited to your nominated account.

Note 2 Christmas fund withdrawals (via access method) are only able to occur between 01 November & 31 January each year. Outside this period, any withdrawal will require the Christmas Club to be closed, in which case the account can only be re-opened in the following calendar year.

Note 3 Kids Account available to children up to 16 years old. Kids Accounts for children up to 12yo in name of parents in Trust for Child, from 12-16yo in name of child. Card access available for children aged 12-16yo. Account Balance capped at a maximum of $10,000. Balances up to $10,000 receive Interest at the current advertised rate. Account Balances in excess of $10,000 receive an interest at the rate applicable to the S4 Multi-Access Account.

Note 4 Deposited money is at call after the initial 7 days following each individual deposit.

Note 5 Deposited money is at call after the initial 30 days following each individual deposit.

Note 6 Withdrawable at maturity. Early withdrawal is subject to 7 days' notice and an interest rate reduction: see "Term Deposits" on page 6

Note 7 Balances below the minimum balance required, accrue the lowest tier interest rate applicable to and paid on Basic Savings (S1) account.