

# Electronic Access Terms and Conditions

As at 17 July 2019



## 1. Application of these Terms and Conditions

These Terms and Conditions together with our General Service Fees Sheet, form part of the Information Statement for our Electronic Access Products.

These Terms and Conditions shall apply to all Members who use Police Credit Union's Electronic Access Services and who have been allocated an access code. Our Electronic Access Services are IVY Phone Banking, Internet Banking, Mobile Banking, the Police Credit Union Banking App (Banking App) and Tele-service. The BPAY® facility Terms and Conditions accompany this document.

Please read carefully through these Terms and Conditions now. If you do not understand any part of them, please contact our staff who will be happy to explain any matter to you.

It is important to know your rights and obligations so that you can gain maximum benefit from the services we offer and have maximum protection for your banking transactions.

Using and continuing to use one of our Access Services signifies your acceptance of these Terms and Conditions.

The Credit Union complies with the Customer Owned Banking Code of Practice, the ePayments Code, the Privacy Act 1988 and the Australian Standard on Complaints Resolution (ASO10002-2006).

## 2. Definitions and Interpretation

'Access Service' means any method we authorise you to use to give us instructions to debit or credit your account with us, or to provide account information, through electronic equipment and the use of an access code.

A reference to an access code in this document means your **Tele-service access code, IVY Phone Banking access code or Internet Banking password**.

A reference to 'we', 'us', 'our', 'Credit Union', or 'PCU' means Police Credit Union Limited ABN 30 087 651 205.

A reference to 'you' and 'your' includes a reference to any third party authorised by you to access and operate your account(s) using an Access Service, with the intent that you shall be liable for the third party's use of the Access Service in respect of your account (s) and for any failure on the part of any such third party to observe these Terms and Conditions.

'Fast Payment' means an NPP Payment.

'Mistaken Internet Payment' means a payment by a 'user' (as defined by the ePayments Code):

- through an Internet Banking, Mobile Banking or the Banking App facility and processed between two ADIs which have subscribed to the ePayments Code through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or an account number that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or account number; or
- that is an NPP Payment which, as a result of the user's error, is directed to the wrong account, but does not include payments made using BPAY.

'NPP' means the New Payments Platform operated by or on behalf of NPP Australia Ltd.

'Osko®' means the 'Osko' payment service operated by BPAY Pty Ltd.

'Osko Payment' means a payment made using Osko.

'Pass Code' any reference to a passcode in this document means your Tele-service access code, IVY Phone banking access code, Internet

Banking password or Banking App access code.

'PayID' means a PayID which has been created in the PayID service component of the NPP.

'PayID Name' means the PayID Name that is recorded in the PayID service component of the NPP for a PayID.

'Receiving Bank', in regards to a mistaken internet payment, means the Authorised Deposit-taking Institution whose customer has received the payment.

Headings are for convenience of reference only and do not affect interpretation.

## 3. New Functions

We may from time to time add new functions to any Access Service. If you are not happy to have access to these you should cancel the Access Service straight away. We would be happy to discuss other options with you to facilitate your banking.

## 4. Eligibility

All Members of PCU may access information about their accounts electronically once they have registered to use the relevant Access Service. Access will be available to accounts in the names of Companies, Businesses, Trusts, Clubs, partnerships by the designated ATOs and single and joint accounts by the account owners. You will only be able to use an Access Service to make Bill Payments and effect fund transfers and payments when you are the account holder and sole signatory, or authorised to act alone where there is more than one signatory.

Some PCU accounts have limited access arrangements - electronic access will not be available for those accounts.

You will have to select an access code for each Access Service (ie IVY Phone Banking, Internet Banking, Mobile Banking and the Banking App).

## 5. Your Equipment

It is your responsibility to:

- obtain, pay for and maintain any equipment which may be needed by you for electronic access, for example your personal computer, modem and software and telephone (collectively "the Equipment");
- ensure that you take all reasonable steps to protect the security of the Equipment, and the privacy of your information;
- exercise reasonable care to prevent unauthorised access to the Equipment you use for electronic access;
- not leave your Equipment unattended while you have your account open;
- ensure that the equipment is checked regularly for viruses; and
- notify PCU immediately if your Mobile Device is lost or stolen.

## 6. Our Equipment

We will make every reasonable effort to have our Access Services available 24 hours a day, 7 days a week, but sometimes the system may break down or malfunction due to circumstances beyond our power or control. If the equipment accepts instructions from you or any other user, we are liable to you for loss caused if the transaction is not completed in accordance with those instructions.

We will endeavour to ensure that information we make available to you through an Access Service is as far as practicable up-to-date and correct.

## 7. Access Code

First time access to the service you select will require registration. This can be arranged by calling 1300 131 844 or by visiting a branch of the

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Credit Union during normal business hours and completing an application form.

An application form for Internet Banking is available on our website at [www.policecu.com.au](http://www.policecu.com.au) You can post this application to us.

When you use Internet Banking for the first time, you will be required to select a new access code before accessing any of the Internet Banking functions. The access code you select for Internet Banking can be any combination of letters and / or numbers between 5 and 20 characters in length but must contain at least one letter and two numbers. That same access code will be used to sign into Mobile Banking.

In order to access Mobile Banking or our Banking App, you must first register for Internet Banking access.

Each Internet Banking and Mobile Banking operator will have their own access code. IVY Phone Banking and Banking App users are required to select a four digit code.

We strongly recommend that you keep your access codes different for each Access Service, where possible, to limit your risk. It is also important that you do not use your card PIN.

A Tele-service code will give you access to information about your accounts from our Contact Centre staff over the phone. Without this code they will be unable to assist you in your enquiry. Our staff will be unable to view your access code.

In all instances we recommend that you do not use all or part of your name, date of birth, your EFTPOS / ATM PIN, the same digits or consecutive numbers when recording your access code and that you do not record the access code anywhere near the Equipment. Please refer to Clause 8 Access code security.

We will not at any stage be able to advise you what your personally selected access codes are as PCU does not have access to this information. If you forget your access code, you will need to contact us to provide you with a new access code. You will be required to complete an application form at this stage.

## 8. Access Code Security

It is highly recommended that you change your access code at frequent intervals. It is your responsibility to safeguard your access code and to ensure that no one else becomes aware of it.

We strongly recommend that to minimise the possibility of unauthorised access and transactions you:

- do not tell anyone your access code.
- do not allow any unauthorised person to watch you enter or hear your access code.
- keep any written reference to your access code (in a disguised form) and account details apart from each other.
- memorise your access code.
- do not, when using an Access Service leave your computer or other equipment unattended.
- contact us immediately if you suspect someone else knows your access code (See Clause 10).
- do not record your access code on the computer or phone that you use to access your account or on any item or article that identifies your access code.
- never let another gain access to or use your access code for any reason, this includes family and friends.

Any written reference to your access code should be in a disguised form, and kept in a different location from where you will access any electronic services. Please note the following do not constitute a reasonable disguise

of your access code:

- reversing the number or alpha sequence of your access code.
- describing your disguised record as your phone and internet banking security number.
- disguising your access codes using alphabetical characters or numbers ie A=1, B=2 etc.
- recording your access codes on items that suggest it may be an access code - this includes recording it on your computer or a telephone that you use to access the service.
- do not use dates of birth, drivers license numbers, car registration numbers, family members' names or social security numbers as an access code.
- Do not store your access codes in any low security electronic device of any kind, such as (but not limited to);
  - calculators.
  - personal computers.
  - electronic organisers.

Extreme care should be taken at all times with your access code.

## 9. Transfer Limits / Restrictions

We may specify limits on the amounts that can be transferred between accounts or payments made to third parties and the types of accounts that can be accessed using an Access Service.

If you schedule funds transfers, we will only effect these on the due date where sufficient cleared funds are available in your nominated account when we process the transfers.

Transfers and payments cannot be made from certain types of accounts, including but not limited to special purpose accounts – eg children's accounts, term deposits.

You will be notified of any change to limits or account access.

We shall not be obliged to effect a transfer or payment if you do not give PCU all of the required information to do so or if any of the information given is inaccurate or there are insufficient cleared funds in the account to be debited.

## 10. Reporting Unauthorised Access

You must tell us as soon as possible if you suspect that someone else knows your access code or you believe that it has been used without your authority. You may notify us by calling 1300 131 844 during business hours or 1300 247 489. To report a lost or stolen card call us on 1300 131 844. After hours, you can call 1300 131 844 and press '2' to be diverted to the 24 hour, lost or stolen hotline. If you are overseas call the Overseas Card Hotline on +61 2 8299 9101.

When you report the matter you will be given a receipt number - you should retain this number as verification of the date and time of your report.

If our system is unavailable and you are unable to report to us you will not be held liable for any unauthorised transaction that could have been prevented if our system was available. However, you must tell us within a reasonable time after our facilities become available again.

## 11. Your Liability

You are liable for all transactions carried out via an Access Service by you, or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your account with us.

Your liability for any loss arising from unauthorised transactions on your account via an Access Service depends on whether you contributed to the loss. Your liability for any loss will be determined by reference to the

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ePayments Code. In the event of any inconsistency between these Terms and Conditions and the provisions of the ePayments Code, the provisions of the latter will apply.

In circumstances where an access code was required to perform the transaction and it is not clear that you did not contribute to the loss, your liability will be limited to the lower of:

- the actual loss incurred at the time we are notified as set out in Clause 10;
- \$150; or
- the balance in the affected account (including any pre-arranged credit limit).

You will be liable for any loss to which you have contributed by:

- voluntarily disclosing your access code to anyone, including a family member or friend; or
- recording your access code (without making any reasonable attempt to disguise it) on the outside of a device used to use an Access Service, or on any article/s carried with the device or liable to loss or theft simultaneously with the device; or
- recording your access code (without making any reasonable attempt to disguise it) on one article, or on several articles so that they are liable to loss or theft simultaneously; or
- selecting an access code which represents your birth date or an alphabetical code which is recognisable as part of your name; or
- acting with extreme carelessness in failing to protect the security of your access code; or
- engaging in fraud, or
- unreasonably delaying notifying us after you have become aware of the misuse, loss or theft of any device used to use the Access Service or that the security of your access code has been breached; and
- that occurs before we are notified that a device used to use the Access Service has been misused, lost or stolen, or that the security of your access code has been breached, but you will not be liable for any of the following amounts:
  - a. that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit on the relevant account; or
  - b. that portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
  - c. that portion of the total loss incurred on any account which exceeds the balance of that account;
  - d. any loss incurred on any account which we had not agreed could be accessed using the Access Service.

## 12. Additional Cardholders

You will still be liable under Clause 11 if an additional cardholder contributed to the unauthorised use or transaction.

## 13. Our Liability

We are liable for any loss you incur arising from:

- unauthorised transactions occurring after you have notified us as set out in Clause 10;
- unauthorised transactions before you have received your access code;
- the same transaction being debited more than once to the same account;
- the fraudulent or negligent conduct of any of our employees or agents, or of the employees or agents of any person (includes merchants) involved in the ePayments Code of Conduct network;

- any component of an access code being forged, faulty, expired or cancelled;
- where it is clear that you have not contributed to the loss;
- our failure to complete a transaction in accordance with instructions accepted from you or any other user.

We are not liable to you for:

- any unauthorised access to information you send to us electronically by an unsecured means;
- for any loss caused by an Access Service malfunction if you were aware, or should have been aware, that the Access Service was unavailable for use or was malfunctioning. We will take reasonable steps to correct any errors in your account and to refund any fees or charges which would not have been imposed on you if the information was correct. It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the Service.

## 14. Authority

An Access Service is available for the enquiries and transactions specified by us from time to time. You will only be able to perform financial transactions on accounts when you are the account holder and sole signatory, or authorised to act alone where there is more than one signatory.

You authorise us to act on your instructions given to us through an Access Service using your access code.

We may delay acting on your instructions or we may ask you for more information before acting on your instructions.

We have no obligation to verify the authenticity of any instruction received from you or purporting to have been sent by you using an Access Service and may, without further enquiry, act on any directions contained in an instruction, which on its face value purports to be genuine.

If you ask us to make more than one payment from your account we will determine the order of making the payments.

Interruptions or failures can occur and you are responsible for making other arrangements for your transactions if this happens.

We do not have to act on your instructions when:

- your account terms do not allow the action; or
- there are not sufficient available funds in your account to undertake the transaction.

If we are advised that a payee cannot process your payment, we will attempt to advise you of this and will credit your account with the returned funds.

## 15. Withdrawal from an Access Service

You may at any time request that we withdraw your use of an Access Service. You will remain responsible for any transactions made on your account using the Access Service until the request has been received and processed by us.

We may suspend your access with or without notice if we consider a security issue has arisen which requires further investigation. We may terminate your access at any time by writing or emailing to you at the address last recorded on our system.

## 16. Checking Account Records

You should check your account records carefully. If you believe a transaction is wrong or unauthorised you must tell us as soon as possible.

If we find an error in your account we will promptly correct the error, adjust interest and charges to the account where appropriate and tell you.

Police Credit Union Ltd

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BR 030 17/07/2019

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If we do not agree that there is an error we will write to you as soon as possible giving you reasons for our decision. We have adopted the Australian Standard on Complaints (AS 4269) and have procedures in place to ensure compliance.

## 17. Transfers and Payments to Third Parties

This clause 17 applies to any payments you tell us to make to another person using an Electronic Access Service.

### 17.1 Making a payment

When you tell us to make a payment you must provide us with the information we request including the details for the account to which the funds are being transferred which can be:

- the BSB number and the account number for the account: or
- a PayID which has been created for the account.

You must ensure that the BSB and account number or PayID you tell us are correct. We will not be liable for any loss you suffer as a result of you telling us the wrong information.

If you instruct us to make a payment using a PayID, and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the intended recipient of the payment before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you as being registered to the PayID is not the intended recipient.

Where we allow you to include a payment reference or description with a payment, you must ensure it does not contain, reference or link to:

- any swearing, profanity, offensive, discriminatory, threatening or abusive content;
- any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a payment reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

You should keep in mind that any payment reference or description you include with a transfer will be able to be seen by all accountholders for your account and the recipient account.

We are not required to process a payment if you do not give us all the required information or if any of the information you give us is inaccurate or incomplete.

We will immediately debit the amount of a payment and any applicable fees to your nominated account when we accept your payment instruction.

A payment instruction you give us using internet banking is irrevocable and you cannot stop or cancel a payment once we have accepted your payment instruction.

### 17.2 Processing of payments

Where it is possible to effect a payment through different payment channels or systems, we may choose, in our discretion, which payment channel or system to use.

### Osko Payments

Once the NPP has been publicly launched, if the financial institution at which the recipient account is held is an Osko subscriber and advises us that the recipient account is able to receive Osko Payments, we may process the payment as an Osko Payment. We will tell you if your payment is being sent as an Osko Payment at the time we accept your payment instruction.

Where we process a payment as an Osko Payment, we will process the payment immediately and the funds will usually be available to the recipient immediately.

You can see within Internet Banking, Mobile Banking and the Banking App details of Osko Payments we have processed on your behalf including whether an Osko Payment has been successfully completed or has failed for any reason.

We will tell you if, for any reason, we cease to be able to offer you Osko Payments.

Where we process a payment as an Osko Payment, we may need to disclose your personal information to BPAY Pty Ltd, the operator of Osko. By requesting a transfer, you consent to us disclosing your personal information to Osko and other Osko participants as necessary to effect the payment as an Osko Payment.

### Fast Payments

Where we cannot process a payment as an Osko Payment, we may still be able to process it as a Fast Payment, once the NPP has been publicly launched, if the financial institution at which the recipient account is held is able to receive NPP Payments.

Where we process a payment as a Fast Payment, we will process it immediately and the funds will be available to the recipient as soon as the recipient's financial institution makes them available.

Where possible, we may show you in Internet Banking, Mobile Banking and the Banking App if a payment we have processed as a Fast payment is successfully completed or fails.

### Other payments

Where we do not send a payment as an Osko Payment or a Fast Payment we will send it as a standard transfer through the direct entry system.

Where we do so:

- if you instruct us on a Banking Business Day, before the Cut Off Time, we will generally process it on that day;
- if you instruct us on a Banking Business Day after the Cut Off Time, or on a day that is not a Banking Business Day, we will process it on the next Banking Business Day; and
- the payment will generally not be available to the recipient until 1-2 Banking Business Days after the day we process your instruction.

### 17.3 Delays

Delays may occur in processing payments where:

- we experience a services disruption which prevents us from processing payments;
- we are required to delay processing a payment to comply with any applicable laws (including any laws relation to anti-money laundering and sanctions);
- you fail to comply with any of your obligations under any relevant terms and conditions;
- the financial institution at which the recipient account is held or the recipient fails to comply with their obligations or is experiencing a services disruption which prevents them from processing payments;
- the financial institution at which the recipient account is held decides



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to delay processing; or

- we delay processing to investigate and review the payment instruction to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

We will not be liable to you for any delay in a payment being processed or the funds being received by the recipient for any reason.

## 17.4 Suspension of your ability to make payments and instruction declines

Without limiting clause 15, we may suspend your right to make payments using our Electronic Access Services at any time without prior notice to you if you are suspected of acting in an illegal, fraudulent or improper manner or if we believe doing so is necessary to protect the security or integrity of our systems or to prevent you or us suffering any loss or damage.

We may decline any payment request or instruction from you where accepting it would cause you to exceed any applicable transaction or periodic limit we have imposed or where there are insufficient funds in your account.

## 17.5 Failed payments

If we are advised that a payment cannot be processed or it fails and cannot be completed for any reason we will advise you of this in Internet Banking, Mobile Banking and the Banking App and credit your account with the amount debited in relation to the transfer.

Where we have transferred funds to another financial institution as part of processing the payment, we will not credit your account with the amount until the funds have been returned to us from the other financial institution.

## 17.6 Mistakes and issues with payments

If you make a payment and later discover that:

- the amount you paid was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess. If we processed the payment as an NPP Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount may not be returned to you unless the recipient consents to their financial institution returning the funds; or
- the amount you paid was less than the amount you needed to pay, you will need to make another payment for the difference between the amount you actually paid and the amount you needed to pay.

You should notify us immediately if you think that:

- you have made a mistake when making a payment;
- you did not authorise a payment that has been debited to your account or you think a payment has not been processed in accordance with your instructions;
- you become aware that a payment made using a PayID from your account was directed to an incorrect recipient; or
- you were fraudulently induced to make a payment.

The timing of your report may impact on our ability to assist you to recover funds (where possible).

Clauses 18-21 below set out how any mistaken internet payments you make will be dealt with. In other circumstances, where we consider it appropriate and we are reasonably able to do so, we may request that the recipient financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, depending on the circumstances, the financial institution may not return the funds to us unless the recipient consents.

Where the transferred funds are returned to us, we will credit them to

your account and make them available to you as soon as practicable.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that transferred funds be returned on your behalf. We may debit any such loss, damage or cost to any account you hold with us.

## 17.7 Refunds and chargebacks

Except as provided above and in clauses 18-21 below (in relation to Mistaken Internet Payments), refunds cannot be processed in respect of payments made using our Electronic Access Services.

Where a payment has been correctly completed but you have a dispute with the recipient, you will need to resolve the dispute directly with that person.

No "chargeback" rights are available in relation to payments made using our Electronic Access Products, even if the transfer has been made from a credit card account or another account with an access card linked to it.

## 18. Mistaken Internet Payments

You can report a mistaken internet payment at any PCU branch or by phoning 1300 131 844 or by downloading a form [policecu.com.au](http://policecu.com.au)

When you report a mistaken internet payment, PCU will investigate whether a mistaken internet payment has occurred. If PCU is satisfied that a mistaken internet payment has occurred, PCU will send the Receiving Bank a request for return of the funds. If PCU is not satisfied that a mistaken internet payment has occurred, PCU will not take any further action. PCU will advise you of the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

## 19. Process where funds are available and report is made within 10 business days.

If you report a mistaken internet payment within 10 business days of making the payments and:

- PCU and the receiving Bank are satisfied that a mistaken internet payment has occurred; and
- PCU is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment.

The Receiving Bank must forward the funds to PCU no later than 10 business days after receiving our request to return the funds.

## 20. Process where funds are available and report is made between 10 business days and 7 months

If you report a mistaken internet payment between 10 business days and 7 months after making the payment and:

- PCU and the receiving Bank are satisfied that a mistaken internet payment has occurred; and
- PCU is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment,

The Receiving Bank must forward the funds to PCU within 2 business days of the 10 business day period as referred to above.

## 21. Process where funds are available and report is made after 7 months

If you report a mistaken internet payment after 7 months after making the payment and:

- PCU and the receiving Bank are satisfied that a mistaken internet payment has occurred; and

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- PCU is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment, and
- The unintended recipient consent to return of the funds

The Receiving Bank must forward the funds to PCU.

## 22. Process Following Recovery of Funds

If the Receiving Bank recovers the funds from the unintended recipient and forwards the funds to PCU, we will return the funds to the account holder as soon as practicable.

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the mistaken internet payment.

## 23. Unintended Recipients

If you receive a mistaken internet payment into your account and PCU, as the receiving bank is required to forward the funds to the payer's authorised deposit taking institution, you authorise PCU to withdraw the funds from your account and return the funds to the payer's authorised deposit-taking institution.

## 24. Police Credit Union Banking App Obligations

You agree you will:

- Not leave your Mobile Device unattended and left logged into the Banking App.
- Lock your Mobile Device or take other steps necessary to stop unauthorised use of the Banking App.
- Notify PCU immediately if your Mobile Device is lost or stolen.
- Not use our Banking App for any purpose beyond the limits of its design.
- Not act fraudulently or maliciously in relation to the Banking App application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the Banking App application or software.
- Only install approved applications on your Mobile Device, and that you will not override the software lockdown on your Mobile Device (i.e. jailbreak your Mobile Device).

## 25. Business View Point

These Terms and Conditions shall apply to all members who use Police Credit Union's Business View Point services.

### 25.1 Authorities

Each member must appoint a minimum of two approving officers (Internet Signing Authorities).

Each Internet Signing Authority must have separate independent SMS One Time Password access approval.

Separate computers must be used by all parties involved in the approval of transactions.

### 25.2 Deemed Authority

You are liable for the acts or omissions of all users.

You agree that we can treat any transaction made or Instructions given using your Security Identification as being made with your authority. You must not challenge the legal effect, validity or enforceability of a Transaction or a Digital Signature on the grounds that it is in digital rather than written form.

We don't have to verify your authority unless you've told us to cancel that Authoriser's Security Identification before the transaction.

### 25.3 Authorising Payments

Payments processed on a due date will be difficult to cancel on or after that date, depending on the payment type. You must not authorise payments until you have confirmed that you want them processed.

### 25.4 Unauthorised Access

You must take adequate precautions to prevent unauthorised users gaining access to your computer systems, accounts and, if you have access to Business Viewpoint on a mobile device, your mobile device. This includes the use of appropriate anti-'spamming', anti-'key logging' and anti-'virus' software, as well as appropriate personal computer or network 'firewall' protection. You must only install approved applications on the Mobile Device and you must not override the software lockdown on the Mobile Device (i.e. jailbreak the mobile device).

### 25.5 Notification

You must immediately notify us if:

- There has been any actual or suspected loss, theft, misuse, misplacement or compromise of your or any of your User's computer systems or hardware used by you or your Agent to access Business Viewpoint or your username or password;
- Your password has been disclosed to any person or entity other than us or your User;
- There has been an actual or suspected breach of your obligations regarding Confidential Information;
- Your personal details or business details have changed;
- A Mobile Device linked to your Business Viewpoint service is lost, stolen or misplaced or the Mobile Device is changed;
- There has been any actual or suspected compromise of your Mobile Device; or
- You no longer authorise and Authoriser to conduct Transactions on your behalf.

### 25.6 Prohibited Transactions

You must not enter into a transaction prohibited by law. You must not enter into a transaction if you are acting as agent for a principal that has not been disclosed to us.

### 25.7 Limitation

We do not warrant that the Business Viewpoint services we provide will be fault free or that any problem with Business Viewpoint can be solved immediately or quickly. You acknowledge that this service may rely on factors outside our control.

We will use reasonable endeavours to overcome any fault in the services we provide to you as quickly as possible.

### 25.8 Disruption

We are not liable for any delay or failure in the performance by us of the Business Viewpoint service to the extent caused by any event or circumstance outside our reasonable control. We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes. We may suspend or delay payments if we reasonably believe that the security or reliability of our systems are compromised or threatened.

Disruptions to the operations and systems of other financial institutions may also delay payments to or from your accounts. We can't control the operations and systems of other institutions, and we're not liable to you for any loss from disruptions to the operations or systems of those institutions.

### 25.9 Indemnity

You must indemnify us for any loss or damage suffered as a result of you

# Electronic Access Terms and Conditions



or your user's failure to comply with these terms and conditions.

## 25.10 Termination

We can immediately terminate this agreement either by notifying you in writing or by ceasing to provide access to Business Viewpoint if:

- You or a signatory appears to be a proscribed person
- You become subject to any form of insolvency administration
- You fail to pay fees when due
- You or a user otherwise breach the agreement or we reasonably suspect that you or they have or will breach the agreement.

We may, in any instance, terminate this agreement by 21 days written notice.

## 25.11 Refusing Service

If you appear to be a proscribed person, then we can immediately:

- Refuse to process or complete any transaction or dealing of yours
- Suspend the provision of a product or service to you
- Refuse to allow or to facilitate any of your assets we hold to be used or dealt with
- Refuse make any asset available to you or to any other proscribed person or entity
- Terminate these arrangements with you.

We are under no liability to you if we do any or all of these things and these rights are in addition to all other rights we may have.

If we exercise our rights you must pay us any damages, losses, costs or expenses that we incur for any action taken under this clause, including without limitation:

- Negative interest owed
- Administrative costs
- Costs of sale or purchase of any transaction or deal put in place to meet our obligations under these Terms and Conditions.

## 26. Processing Times

These times are subject to variation. All cut-off times refer to Adelaide time (Australian Central Standard Time if applicable). Cut-off times apply to payments and payment files received in good order and where sufficient funds are available in the funding account(s). Payments and payment files which contain errors, do not have sufficient funds available in the funding account(s), or are received after the cut-off times may not be processed on the day of receipt. Payments accepted after cut-off time may be processed for value as at the next business day.

A business day refers to a day other than a Saturday, Sunday and public holiday. It is important to note that holidays and bank holidays differ between Australian States and Territories.

## 27. Telegraphic Transfers

These terms and Conditions shall apply to all members who carry out a telegraphic transfer using Police Credit Union's Internet Banking service.

You may use Internet Banking to send funds to an overseas recipient (a telegraphic transfer), subject to the withdrawal limits set out in clause 9. This feature is not available to Under 18 year olds.

Under arrangement with Western Union Business Solutions (Australia) Pty Ltd ACN 150 129 749 (Western Union), telegraphic transfers you initiate through Internet Banking will be sent to the beneficiary's account via Western Union; however this facility is provided to you by us, and Western Union has no responsibility or liability to you for the provision of financial services to you or any loss of any kind whatsoever (including consequential loss and expense) arising in connection thereto.

You are responsible for the completeness and accuracy of the details you provide to us in relation to a telegraphic transfer. If you provide incorrect information, your payment may be rejected or credited to a person other than your intended beneficiary, even if that account is not in the name of the stipulated beneficiary. We cannot guarantee recovery of payments made in error.

PCU accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) arising from errors or omissions in payment details you supply to us.

Upon requesting a telegraphic transfer through Internet Banking, we will provide you with a quote, to which your acceptance will constitute instruction and authorisation for us to immediately debit the value of your telegraphic transfer (in Australian dollars) from the account you nominate (including applicable fees and charges payable to us), and transfer funds to the account of the beneficiary.

Intermediary banks determined by Western Union process telegraphic transfers and may deduct other varying processing charges levied by overseas banks from the amount received by the beneficiary.

Transaction confirmation issued in Internet Banking does not signify the receipt of funds by the beneficiary. Western Union's overseas bank will normally receive funds within 24 hours, and if it is not the beneficiary's bank, it may take any normal length of time to forward the funds to the beneficiary's bank. Occasionally, remittance of funds to foreign jurisdictions may require provision of additional identification or information.

Except where required by the ePayments Code, PCU will not be responsible for any delays in transmission or payment howsoever caused, and accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) caused by any such delay. We will not be responsible for any loss arising from the beneficiary bank's failure or delay in advising the beneficiary of a credit to their account.

## 28. Complaints / Disputes

If you have a complaint you should tell us immediately. We will investigate your complaint and write to you as soon as possible advising the outcome of our investigation or the fact that we need more time to complete our investigation.

In the case of an electronic transaction, we do this in writing within 21 days of our receipt of your complaint. In all but exceptional cases we take less than 45 days to complete our investigation, if it takes longer we will write to you.

If we conclude from our investigations that no error has occurred or that you are liable, you may request us to refer the matter to senior management. You can obtain our Complaint Procedure at any branch of the Credit Union.

If your concern or complaint is not resolved to your satisfaction, you can contact our Dispute Resolution Officer via one of the methods listed and an internal review will be undertaken. If the Officer is able to resolve the dispute, he or she will promptly notify you in writing of, and giving reasons for, the outcome.

The Officer will normally resolve the dispute within 45 days of the initial complaint being lodged.

### Dispute Resolution Officer

Mail	PO Box 6074 Halifax St, Adelaide SA 5000
Telephone	1300 131 844
Email	disputes@policecu.com.au

Police Credit Union is a member of the Australian Financial Complaints Authority, so if you are not satisfied with the outcome of the dispute, you can ask for an external review by this independent body.

## Police Credit Union Ltd

17-23 Carrington Street Adelaide PO Box 6074 Halifax St PO SA 5000  
p: 1300 131 844 f: 08 8208 5789 w: policecu.com.au

AFSL/Australian Credit Licence 238991 BSB 805 005 ABN 30 087 651 205

# Electronic Access Terms and Conditions



## Australian Financial Complaints Authority

Mail	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
Telephone	1800 931 678 (free call) 9am-5pm AEST
Email	info@afca.org.au
Website	www.afca.org.au

## 29. Changes to Terms and Conditions

We may change these Terms and Conditions.

We will notify you in writing at least 20 days before the effective date of the change or such other longer period as may be required by law if the change to the Terms and Conditions will:

- impose or increase charges relating solely to the use of an Access Service or the issue of an additional or replacement Access Service;
- impose, remove or adjust your daily transaction or other periodic transaction limit applying to the use of an Access Service, an account or electronic equipment. Any removal or increase to your limits may increase your liability in the case of unauthorised transactions; or
- increase your liability for losses relating to electronic transactions.

However, we are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed by us to be necessary for security reasons.

We will notify you of any other changes to these Terms and Conditions no later than on the day the change takes effect, or such longer period as may be required by law, by an individual notice by separate letter or through your periodic statement of account.

- an advertisement in Local or National newspapers; or
- a notice in our newsletter; or
- individual notice by separate letter or through your periodic statement of account.

PCU may debit your account with fees and charges relating to the use of an Access Service. This may include charges that we are charged by another organisation. You must also pay us all Government taxes or charges we incur in connection with your use of our Access Services. We may deduct these fees and charges from any of your accounts with us. Details of our fees and charges are available upon request.

## 30. Privacy

PCU complies with the Privacy Act 1988 and the Australian Privacy Principles.

More information is in our Privacy Statement, which is available upon request.

Any electronic transaction that you undertake using an Access Service is monitored and recorded on our accounting system.

Cameras may be operating at ATM locations.

## 31. Electronic Communication

Unless prohibited to do so by law, we may send by electronic communication any information required to be provided under the ePayments Code by:

- a. forwarding such information to a user's device or electronic equipment or to an electronic address nominated by the user; or
- b. making such information available for retrieval at an electronic address nominated by us.

Prior to our using any electronic communication as provided, we will advise you of implications of electing to utilise electronic communications,

and we will seek your specific consent to receiving information electronically.

## 32. Periodic Statement

A statement of account is issued at least once every six months to the mailing address recorded on your account, but you can request a statement from us at any time.

## 33. Acceptance of Terms and Conditions

By continuing to use our Access Services you will acknowledge that you agree to these Terms and Conditions.

## Police Credit Union Ltd

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p: 1300 131 844 f: 08 8208 5789 w: policecu.com.au

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# BPAY Facility Terms and Conditions

As at 01 November 2018



## These Terms and Conditions apply to our BPAY® facility.

You will also be given a **Product Schedule** which tells you other important things you need to know about the BPAY facility.

Together these two documents comprise the Credit Union's **Product Disclosure Statement ("PDS")** for the BPAY facility.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from your Credit Union.

## Enquiries

If you would like further information about BPAY please contact:

Police Credit Union

ABN 30 087 651 205

Australian Financial Services Licence Number 238991

Issued 13 May 2004

## Terms and Conditions

Welcome to our BPAY facility. You may choose to access our BPAY facility via Internet Banking, Mobile Banking, Banking App or IVY Phone Banking.

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

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

## 1. Definitions

- Access Method – means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- Account/s – means any account which we agree you may access for the purpose of effecting BPAY Payments.
- Banking Business Day – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- Biller – means an organisation who tells you that you can make bill payments to them through BPAY.
- BPAY - means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time.
- BPAY Payment - means a payment transacted using BPAY.
- BPAY Pty Ltd – means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.  
CUSCAL – means Credit Union Services Corporation Australia Limited.
- Cut Off Time – means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY

In addition, references to:

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

## 2. Credit Union Code of Practice

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

## 3. ePayments Code and Credit Union Code of Conduct

We warrant that we will comply with the ePayments Code and the Credit Union Code of Conduct where those codes apply to your use of BPAY.

## 4. Security Breaches

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately on 1300 131 844 during business hours and 1300 247 489 at all other times.
- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

## 5. Using BPAY

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
- d. When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- e. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 5(d) or if any of the information you give us is inaccurate.
- f. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- h. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- i. You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part

Police Credit Union Ltd

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BR 030-BPAY 01/11/2018

# BPAY Facility Terms and Conditions



or whole satisfaction of any underlying debt owed between you and that Biller.

## 6. Processing of BPAY Payments

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 7) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 6(g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
  - a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- f. If we are advised that your payment cannot be processed by a Biller, we will:
  - advise you of this;
  - credit your Account with the amount of the BPAY Payment; and
  - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
  - the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

## 7. Future-dated Payments

You may arrange BPAY Payments up to 60 Days days in advance of the time for payment. If you use this option you should be aware that:

- a. You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated 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 on 1300 131 844 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.

*1 This is an optional facility depending on whether it is offered by us.  
2 Depending on whether we will permit a credit facility to be used for that purpose.*

## 8. BPAY Transaction Limits

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

## 9. Refusing BPAY Payment Direction

You acknowledge and agree that:

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

## 10. Access Method Security Guidelines

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

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

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

We recommend that you:

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

**The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments.**

**Liability for such payments will be determined in accordance with clause 11 of these Terms and Conditions and the ePayments Code.**

# BPAY Facility Terms and Conditions



## 11. Your Liability for BPAY Payments

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- c. You are not liable for losses caused by unauthorised BPAY Payments:
  - (i) where it is clear that you have not contributed to the loss;
  - (ii) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of BPAY; or
    - any Biller;
  - (iii) relating to a forged, faulty, expired or cancelled Access Method;
  - (iv) resulting from unauthorised use of the Access Method:
    - before you receive that Access Method; or
    - after you notify us in accordance with clause 4 that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - (v) that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- d. You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - (i) your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 10(a), (b), (c) and (d);
  - (ii) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method 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:
  - (i) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - (ii) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
  - (iii) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e. Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 11(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
  - (i) \$150;
  - (ii) the balance of your Account, including any prearranged credit; or
  - (iii) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (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).

- f. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and Conditions or acted negligently or fraudulently under this agreement.
- g. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- h. Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

## 12. Reversals and Chargebacks

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

This clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

## 13. Malfunction

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

## 14. Consequential Damage

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

## 15. Resolving Errors on Account Statements

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - your name, Account number and card number (if any);
  - the date and amount of the BPAY Payment in question;
  - the date of the Account statement in which the payment in question first appeared;
  - a brief and clear explanation of why you believe the payment is

# BPAY Facility Terms and Conditions



unauthorised or an error.

- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you
- e. Within 21 days of receipt from you of the details of your complaint, we will:
  - complete our investigation and advise you in writing of the results of our investigation; or
  - advise you in writing that we require further time to complete our investigation.
- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code
- h. If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Australian Financial Complaints Authority or any other dispute resolution body which we advise you from time to time. The Australian Financial Complaints Authority contact details are:

## Australian Financial Complaints Authority

**Mail** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

**Telephone** 1800 931 678 (free call) 9am-5pm AEST

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

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

- i. If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
  - give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

## 16. Transaction Recording

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

## 17. Transaction and Other Fees

- a. We will advise you whether we charge any fees, and the amount of

such fees (including any dishonour fee), for:

- issuing your Access Method or any additional or replacement Access Method;
- using your Access Method;
- any BPAY Payment; or
- giving you access to BPAY; or
- any other service provided in relation to BPAY, including error corrections.

- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

## 18. Changes to Terms and Conditions

- a. We may change these Terms and Conditions and BPAY fees and charges from time to time.
- b. We will give you at least 30 days' notice before the effective date of change if the change to the Terms and Conditions will:
  - introduce a new fee or charge; or
  - vary the method by which interest is calculated or the frequency with which it is debited or credited.

We will notify you by written notice to you.

- c. We will give you at least 20 days' notice before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
  - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - increase your liability for losses; or
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY.

We will notify you by:

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

Police Credit Union Ltd

17-23 Carrington Street Adelaide PO Box 6074 Halifax St PO SA 5000  
p: 1300 131 844 f: 08 8208 5789 w: [policecu.com.au](http://policecu.com.au)

AFSL/Australian Credit Licence 238991 BSB 805 005 ABN 30 087 651 205

BR 030-BPAY 01/11/2018



# BPAY Facility Terms and Conditions



## 19. Cancellation of BPAY Access

- a. You may cancel your access to BPAY at any time by giving us written notice.
- b. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- c. We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- d. If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- e. Your access to BPAY will be terminated when:
  - we notify you that your Access Method or the Account with us has been cancelled;
  - you close the last of your Accounts with us which has BPAY access;
  - you cease to be our member; or
  - you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

## 20. Privacy

- a. We collect personal information about you for the purposes of providing our products and services to you, for processing your BPAY Payments and your use of BPAY View®.
- b. If you register to use BPAY and BPAY View, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - (i) Billers nominated by you;
  - (ii) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - (iii) CUSCAL.
- c. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 19(b).
- d. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 19(b) by contacting them.
- e. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment or to use BPAY View.

## 21. Miscellaneous

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with the Credit Union. This is information which, as a subscriber to the Credit Union Code of Practice, we have agreed to make available to you.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our rules.

## 22. BPAY View Special Terms and Conditions

- 22.1 BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our Website or by accessing our Website.
- 22.2 You need to register in order to use BPAY View. Call 1300 131844 to find out how to register.
- 22.3 If you register with BPAY View, you:
  - a. agree to our disclosing to Billers nominated by you:
    - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
    - (ii) that an event in clause 22.4 (b), (c), (d), (e) or (f) has occurred;
  - b. agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
  - c. agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.
- 22.4 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
  - a. at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - b. if you or a Biller de-register from BPAY View;
  - c. if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - d. if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - e. if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason; or
  - f. if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- 22.5 You agree that when using BPAY View:
  - a. if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
    - (ii) at the email address nominated by you;
  - b. if you receive notification on our Website without an email then that bill or statement is received by you:
    - (i) when a notification is posted on our Website, whether or not you choose to access our Website; and
    - (ii) at our Website;
  - c. bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
  - d. you will contact the Biller direct if you have any queries in relation to bills or statements.

# BPAY Facility Terms and Conditions



## 22.6 You must:

- a. check your emails or our Website at least weekly;
- b. tell us if your contact details (including email address) change;
- c. tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
- d. ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

## 22.7 BPAY View billing errors

- a. For the purposes of this clause 22.6, a BPAY View billing error means any of the following:

If you have successfully registered with BPAY View:

- (i) failure to give you a bill (other than because you failed to view an available bill);
- (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
- (iii) giving a bill to the wrong person;
- (iv) giving a bill with incorrect details;

If your BPAY View deregistration has failed for any reason:

- (i) giving you a bill if you have unsuccessfully attempted to deregister from BPAY View.

- b. You agree that if a billing error occurs:

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

# PayID Terms and Conditions

As at 01 February 2018



These PayID Terms and Conditions ("Terms") apply in respect of any PayID you create, attempt to create or request that we create for an Account and must be read together with any other terms and conditions that apply to the relevant Account.

For the terms and conditions that apply to making or receiving payments using a PayID, and your rights and obligations in respect of such payments, please refer to the terms and conditions that apply to your relevant Account or Access Service.

## 1. Definitions

In these Terms:

**Account** means an account with us.

**Misdirected Payment** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**NPP** means the New Payments Platform operated by or on behalf of NPP Australia Limited.

**NPP Payments** means payments cleared and settled via the NPP

**Organisation ID** means an identifier for an organisation which may be based on its business name, products or location.

**PayID** means the identifier you choose to create for an Account for the purposes of NPP Payments.

**PayID Name** means the name which is assigned to a PayID when it is created in the PayID service to identify the accountholder of the relevant Account when the PayID is used.

**PayID Service** means the central payment addressing service component of the NPP in which PayIDs are created for addressing NPP Payments.

**PayID Type** means the type of identifier used for a PayID (for example, a mobile telephone number, email address, ABN, ACN or Organisation ID). The available PayID Types may change from time to time.

**We, us and our** means Police Credit Union Limited.

**You and your** means each person who is an accountholder for an Account or a person authorised to operate an Account on behalf of the accountholder.

## 2. PayIDs

2.1 The PayID service enables payers to make NPP Payments to payees using an alternative identifier (a PayID) instead of a BSB and account number. In our discretion, we may allow you to create a PayID for your Account.

2.2 Creating a PayID is optional. We will not create a PayID for your Account without your consent.

## 3. Creating your PayID

3.1 A PayID can only be created for your Account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID;
- the PayID is not likely to be misleading as to who you or an accountholder for the Account are; and
- creating the PayID will not infringe on the intellectual property rights of any person.

3.2 We may refuse to allow a PayID to be created for an Account for any reason, including where we are not satisfied that the above requirements have been met.

3.3 The PayID Types we allow you to create for your Account may differ depending on your circumstances and the type of Account you have and not all account types are eligible to have certain PayID Types or any PayIDs created for them.

3.4 Some PayID Types must be created in Internet Banking. However, other PayID Types can only be created by contacting us.

3.5 We will tell you which Account types can have which PayID Types created for them (if any) on request. We will also tell you, on request, which PayID Types can be created in Internet Banking and which PayID Types can only be created by contacting us in branch or on the phone, which may change from time to time.

3.6 By creating or requesting that we create a PayID for your Account:

- you assure us that you own or are authorised to use the PayID;
- you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading; and
- you acknowledge that the PayID and information relating to you and your Account (including the PayID Name, the Account BSB and Account number) will be registered in the PayID service which is operated by NPP Australia (not us).

3.7 The PayID Name registered in the PayID service for your PayID must reasonably represent the name of an accountholder of the Account. We may choose and select the PayID Name that is registered in the PayID service when a PayID is created and may change the PayID Name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably represents the name of an accountholder.

3.8 You may create or request more than one PayID for your Account but each Pay ID must be unique and can only be created once for all financial institution accounts in Australia. See below for details on transferring PayIDs.

3.9 If your Account is a joint account, you and each other joint accountholder can create a unique PayID for the Account.

## 4. Transferring your PayID from or to another account

4.1 You can transfer a PayID created for one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked.

4.2 If you want to transfer a PayID you have created for an account with another financial institution to your Account, you must first contact the other financial institution to tell them that you want to transfer the PayID and then create or request that we create the PayID for your Account as set out above. The other financial institution must action your request within one business day unless you agree to another time period.

4.3 You can transfer your PayID from one Account with us to another Account with us via the Manage PayID function in internet banking (where we allow you to manage the relevant PayID Type in internet banking) or by contacting us. We will action your request within one business day unless we agree another time period with you.

4.4 You can transfer your Pay ID from an Account with us to an account with another financial institution by first requesting the status of your PayID be changed to 'transferring' via the Manage PayID function in internet banking (where we allow you to manage the relevant PayID Type in internet banking) or by contacting us and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree another time period with you.

**Please note:** If you tell us or another financial institution that you want to transfer a PayID but do not successfully create the PayID and link it to the

# PayID Terms and Conditions



new account within 14 days, you may need to start the process again.

4.5 Until a transfer of a PayID is completed, NPP Payments made using your PayID will be directed to the account it was previously created for.

## 5. Closing, Locking and Unlocking a PayID

5.1 You can close your PayID at any time via internet banking (where we allow you to manage the relevant PayID Type in internet banking) or by contacting us.

5.2 You must close your PayID or notify us immediately if you no longer own or have authority to use a PayID created for your Account or if the information you give us when the PayID is created changes.

5.3 We will action a request from you to update or close a PayID within one business day unless we agree another time period with you.

5.4 We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:

- (a) you have requested that we do so;
- (b) we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
- (c) we reasonably believe or suspect that the information you provide to us or the statements you make to us when creating the PayID are incorrect, incomplete or misleading;
- (d) you fail to comply with your obligations under these Terms or the terms and conditions that apply to your Account;
- (e) we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity; or
- (f) we have closed or restricted your Account or you cease to be the accountholder or authorised to use the Account.

5.5 We will tell you if we lock or close a PayID created for your Account, within a reasonable period of doing so, unless it was done at your request.

5.6 If your PayID is locked, you can request that it be unlocked by calling us. If a PayID is closed it must be re-created before it can be used again.

5.7 The PayID service may also automatically lock or close a PayID if no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for 10 years.

5.8 A PayID cannot be transferred or updated while it is locked and no payments can be received using a PayID while it is locked or after it has been closed.

## 6. NPP Payments and liability

6.1 We are not liable to you for any loss or damage you suffer as a result of:

- (a) a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
- (b) us refusing to create a PayID or any delay in a PayID being created for your Account;
- (c) us locking or closing a PayID that has been created for your Account; or
- (d) any failure or malfunction of the NPP (including the PayID service) or any of our systems or procedures that use or connect with the NPP.

6.2 You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created for your Account, any Misdirected Payments relating to such a PayID (except where the Misdirected Payment is caused by our mistake or negligence and not by you) or your use or attempted use of a PayID. We may debit any such loss,

damage or cost to any Account you hold with us.

## 7. Duplicate PayIDs and PayID disputes

7.1 The PayID service does not support duplicate PayIDs. If you try to create or request that we create a PayID for your Account which is identical to another PayID created in the PayID service it will be rejected and we will advise you of this. You can contact us to discuss duplicate PayIDs.

7.2 If a PayID cannot be created for your Account because it has already been created for another financial institution account by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute with the relevant financial institution on your behalf to determine whether that financial institution should close the PayID. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other financial institution's customer is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

## 8. Privacy

By creating or requesting that we create your PayID you acknowledge that you authorise and consent to:

- (a) us disclosing your personal information and other information to NPP Australia as necessary to create the PayID including the PayID, PayID Name and Account details; and
- (b) third parties, such as NPP Australia and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information for the purposes of constructing NPP payment messages, enabling payers to make NPP Payments to you, and to disclose the PayID Name to payers for NPP Payment validation in accordance with the NPP regulations and procedures.

## 9. Inconsistency

To the extent of any inconsistency between these Terms and the other terms and conditions that apply to your relevant Account(s), these Terms prevail.

## 10. Changes to Terms & Conditions

We may change these terms and conditions at any time without your consent by giving you reasonable notice.

## 11. Notices

We may give you notices in relation to your PayID in any way allowed by law and, where relevant, the ePayments Code. Without limitation, you agree we may give you notices relating to your PayID:

- (a) in any manner in which we can give you notices relating to the Account your PayID is created for; and
- (b) if you are registered for internet banking, electronically in internet banking.