



## How to Contact Us

Please contact us by:

Mail: Australian Defence Credit Union Limited  
PO Box H151  
Australia Square NSW 1215

Phone: 1300 13 23 28  
Monday to Friday  
(hours 8am to 6pm AEST Monday to Friday)

Fax: (02) 9240 4120

Email: [service@adcu.com.au](mailto:service@adcu.com.au)

Web Site: [www.adcu.com.au](http://www.adcu.com.au)

Or visit us at any of our branches, details of which can be found on our web site.

## IMPORTANT NUMBERS

### VISA CARD and REDICARD HOTLINE

Australia wide toll free  
1800 224 004  
Sydney Metropolitan Area  
(02) 9959 7480

### Financial Ombudsman Service Limited

(Mutuals Division)  
GPO Box 3 Melbourne VIC 3001  
Toll-free number: 1300 780 808  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

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This document contains terms and conditions for Australian Defence Credit Union Limited's products and services.

Please read this document carefully and contact Australian Defence Credit Union on 1300 13 23 28 or visit any Australian Defence Credit Union branch if you have any questions.

You should keep this booklet in a safe place, as you may need to refer to it in the future. You can request another copy from our head office or your branch. These Terms and Conditions may change and be re-issued. The Terms and Conditions are also available online at [www.adcu.com.au](http://www.adcu.com.au) for download.

General information on account opening, cheque facilities, privacy, dispute resolution, other written material mentioned in this Terms and Conditions and additional product information is also available.

Any advice in this brochure has not considered your objectives, financial situation or needs, which you should consider before acting on our recommendations.

## PART A – GENERAL TERMS AND CONDITIONS

You become bound by these Terms and Conditions when you first access an account or use any of the Payment Services.

### 1. Definitions

- a) In this document **we, us, or our** and **ADCU** refers to the Australian Defence Credit Union and **you or your** refers to a Member or Account Holder.
- b) Unless otherwise required by the context, a singular word includes the plural and vice versa.
- c) A reference to **business day** is a day that is not:
  - a Saturday or Sunday; or
  - a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.
- d) **Cuscal** refers to Credit Union Services Corporation (Australia) Limited.
- e) **RediCredit** is a line of credit.
- f) The **Available Balance** includes any funds lodged in your account, any unused RediCredit attached to that account or other agreed credit facility made available for you. The Available Balance does not include:
  - deposits received but uncleared in accordance with our policy;
  - interest accrued but not credited; or
  - deposits in transit.
- g) **Card Details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

- h) **EFT System** means the shared system under which EFT Transactions are processed.
- i) **EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of ADCU or any third party for use with a VISA Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.
- j) **EFT Transaction** means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a Card and/or PIN or Card Details but not requiring a manual signature.
- k) **Linked account** means your account, which you link to a Card, and includes any line of credit, which you may attach to your linked account.
- l) **Merchant** means a retailer or any other provider of goods or services.
- m) **Nominee** means any person nominated by you to whom ADCU has issued an additional Card to access your linked account.
- n) **Card** means the **VISA Card** or **Redicard** issued to you or a Nominee by ADCU.
- o) **Biller** means an organisation that tells you that you can make bill payments to them through BPAY.
- p) **BPAY<sup>®</sup>** 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 24 Hour PhoneLink or Online Banking access.
- q) **BPAY Payment** means a payment transacted using BPAY.

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## 2. Variations

- a) We may change any of the Terms and Conditions, which apply to your Savings accounts, Term Deposits, Payment Services and On-Line Services. If we do so, we will notify you:
  - at least thirty (30) days before we introduce new fees or charges, increase existing fees or charges, or change the method of interest calculation or frequency of interest payment;
  - no later than the day we change other terms and conditions which reduce interest rates, increase your obligations or decrease your return;
  - in our next contact with you after increasing interest rates, or making any other change; or
  - as otherwise required by law or the specific terms and conditions applicable to a product contained in this document.
- b) We will give you written notice if we introduce a new fee or charge, or vary the method by which interest is calculated or the frequency with which it is credited. You agree that we may give you notice of all changes, by an advertisement in a national or local newspaper, or by written notice (including a notice by personal letter, in your account statement or in our newsletter).

- c) We will notify you of the introduction or variation of any Government charge payable directly or indirectly by you, unless it is publicised by the Government, a Government agency, or a representative body.
  - d) You will be deemed to have received notice on the day of the advertisement or on the second day after the mailing of the letter, newsletter or account statement. For joint accounts we will provide one copy of the notice addressed to the primary joint account holder.
- 3. Credit Union Code of Practice**  
Each relevant provision of the Credit Union Code of Practice will apply to your accounts and related services.
- 4. Electronic Funds Transfer Code of Conduct**  
We warrant we will comply with the Electronic Funds Transfer Code of Conduct where that code applies.
- 5. Your Right to Privacy**
- a) We are committed to abiding by the National Privacy Principles contained in the Privacy Act, which govern the collection, accuracy, use, disclosure and storage of personal information by us.
  - b) Generally we use your information to enable us to contact you or to verify your eligibility for products and services. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary, or if the law requires it.
  - c) We may also send you information about products and services available to you from ADCU or other organisations with which we have a relationship. If you do not wish to receive this information, you may notify us by sending a written request to the Privacy Officer.
  - d) A copy of ADCU's Privacy Policy can be obtained by visiting our web site at [www.adcu.com.au](http://www.adcu.com.au), by visiting one of our branches, or by written request to the Privacy Officer.
- 6. Dispute Resolution Procedures**  
If you need to discuss a concern or complaint, please contact us. If we cannot satisfy your concern on the spot, we will advise you of our complaint handling process. If you are not satisfied with the way in which we deal with your complaint, or we do not respond promptly, you may refer to our external dispute resolution centre CUDRC (refer to IMPORTANT NUMBERS). You may wish to refer to our Dispute Resolution brochure for details.
- 7. Account Opening and Confirmations**  
We reserve the right to not provide a savings, term deposit, payment or on-line service. You agree you can order a written notice via our telephone banking or Internet banking system to confirm the opening or closing of any account or service.
- 8. Proof of Identity**  
Under the Anti-Money Laundering and Counter-Terrorism Financing laws, you are required to produce proof of identity before your membership may be accepted. Some acceptable forms of identification are

photographic military identification card, photographic driver's licence or passport. A full list is available on our website. If you are unable to do this in person, you need to supply a certified true copy of your identification documents together with a Certification form completed by a person qualified by law to do so. A list of approved certifiers is available on our website.

#### **9. Tax File Number**

It is not compulsory for you to provide us with your Tax File Number (or exemption). However, if you choose not to, tax may be taken out of your interest payments in the form of withholding tax.

#### **10. Joint Accounts**

- a) A Joint Account is one in the name of more than one person. If you open a Joint Account with another person, you will be jointly liable for any money that you or the other person/s owe. You are required to give written instructions on how you wish to access your accounts.
- b) The credit balance of accounts under a Joint Account is held jointly by all account holders. Each account holder has the right to all of the balance, jointly with the other account holders.
- c) If one of the Joint Account holders dies, the remaining account holder holds the credit balance; and if more than one, those remaining account holders hold the credit balance jointly.
- d) A Joint Account holder may only make a withdrawal on the terms of any signing instructions on the account. If there is any dispute notified to us between Joint Account holders, we may decide to only permit operation on the account when all parties have signed the necessary authority.
- e) We may accept a cheque into a Joint Account which is payable to any one or more of the Joint Account holders.
- f) If a VISA Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Card.

#### **11. Authority to Operate**

- a) You may nominate a person to operate on your account by completing an "Third Party Authority to Operate Personal Accounts" form, available at any of our branches.
- b) By signing an "Third Party Authority to Operate Personal Accounts" you instruct us to allow a person to operate on your account. An ATO can operate savings or term deposit accounts as follows:
  - carry out withdrawals on the account for any purpose, including signing cheques; or
  - make enquiries about account balances and transactions on the account, including any debit balance or available credit.

The Signatory does not have authority to:

- change any of the signatory authorisations on the account;
  - give a 3rd party access or authority to operate on the account;
  - redeem Fixed Term Deposits;
  - make enquiries about loan account balances or available credit on a loan account;
  - change contact details, including the mailing address for statements, or
  - close an account.
- c) The “Third Party Authority to Operate” will state the method of operation for the account. This may be:
- any account holder or signatory to sign (ie. operate); or
  - all account holders and signatories to sign; or
  - another method that you specify and which is acceptable to us.
- d) If a Card is issued on an account, the method of operation for the account is to be any account holder or signatory to sign.
- e) A “Third Party Authority to Operate” will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us. Notice of cancellation must be signed by all surviving account holders. We may require a new “Authority to Operate” before we allow further operation on the account.
- f) If there is a dispute notified to us about an “Authority to Operate” or the owner or owners of an account, we may refuse to allow operation on the account until all parties concerned have signed the necessary authority.
- g) We will not allow a person to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering and Counter Terrorism Financing Act and any other identification procedures we require.
- h) We are not liable for any loss or damage caused to you by persons authorised to operate on your account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under law or the EFT Code. We are not liable for any loss or damage caused by any delay in processing a cancellation of an “Authority to Operate”.

## **12. Interest Rates**

- a) Information on current interest rates for savings and term deposits can be found in our Interest Rates Schedule available from our branches and on our website: [www.adcu.com.au](http://www.adcu.com.au)

- b) Details on interest calculation and payment are set out in:
- Part B – Savings Accounts and
  - Part C – Term Deposits.

### **13. Fees and Charges**

We will give you a Schedule of Fees & Charges at the time you open a membership or at your request. The Schedule sets out the fees and charges we may debit to your account including, but not limited to:

- excess usage charges
- overdrawn account charges
- additional statement request fees
- dormant account fees
- cheque related and dishonour fees
- recoupment of banks' cheque fees
- card fees
- government charges, if any and
- commission on foreign currency transactions

The Australian Defence Credit Union fee structure is based on the Relationship Reward Rebate; the more you save and borrow the less fees you will pay. Please refer to the Schedule of Fees & Charges brochure for more information available at your local branch or by visiting [www.adcu.com.au](http://www.adcu.com.au).

### **14. Member Statements**

Member statements are sent to you quarterly. More frequent or duplicate statements can be requested at any time, however a fee may apply. You agree to notify us without delay of any change of address or any error or unauthorised transactions on your statement. If you are a Joint account holder, we may only send one statement of account addressed to the primary joint account holder.

### **15. Dormant Membership**

Your membership is classified as dormant if you have not carried out any transactions on the account/s for at least 24 months and you have not responded within the nominated time-frame to our notice, requesting that the account be kept open. An annual maintenance fee may apply to accounts. Please note that we do not pay interest on accounts held under dormant membership.

### **16. Transactions**

We reserve the right to decline any transactions without being required to give any reason or advance notice to you.

### **17. Australian Government Deposit Guarantee Scheme**

Under the Australian Government Deposit Guarantee Scheme:

- total deposits up to and including A\$1 million are guaranteed by the Government at no charge
- from 28 November 2008, a fee will apply to obtain the benefit of the guarantee for the balance of deposits above A\$1 million ("Large Deposit Guarantee" or "LDG")

(Terms and Conditions for the Large Deposit Guarantee are available by ringing 1300 13 23 28 or on request at any branch of Australian Defence Credit Union).

## PART B – SAVINGS ACCOUNTS

### 1. Interest Calculation Payment Method

Account Number	Account Name	Interest Calculation Method	Interest Payment
S1	Access	Minimum monthly balance	Annually on 31 <sup>st</sup> May.
S3	Children's Club Account	Daily balance on tiered rate.	Quarterly at end of March, June, September and December.
S6	Mess, Club and Canteen account	Minimum monthly balance	Annually on 31 <sup>st</sup> May.
S8	Christmas Club	Minimum monthly balance	Annually on 31 <sup>st</sup> October.
S9	Cash Management	Daily balance on tiered rate.	Quarterly at end of March, June, September and December. Balances under \$5,000 do not attract interest.
S11	RediCredit (Line of Credit facility)	Minimum monthly balance on credit funds only (S1 rate)	Annually on 31 <sup>st</sup> May.
S12, S17	100% Mortgage Offset	No interest paid on S12 or S17 credit balance	100% of S12 or S17 daily balance reduces the balance of the attached mortgage loan account on which you pay interest.
S13	Home Equity (Mortgage Line of Credit facility)	Minimum monthly balance on credit funds only (S1 rate)	Annually on 31 <sup>st</sup> May.
S20	Star Saver Direct	Daily balance on tiered rate	Monthly
S50	Australian Defence Credit Card account	No interest paid on credit balance	N/A
S53	100% Mortgage Offset	No interest paid on S53 credit balance	100% of S53 daily balance reduces the balance of the attached mortgage loan account on which you pay interest.

### 2. Minimum Monthly Accounts

Interest is calculated by multiplying the minimum monthly balance by the annual interest rate divided by 12. Interest is paid as set out in the table above.

### 3. Daily Interest Accounts

a) Interest is calculated by multiplying the closing daily balance by the annual interest rate divided by 365.

Interest is paid as set out in the table above.

b) Please note:

- interest is not paid on credit balances in S12 or S17 Mortgage Offset accounts or on S50 Australian Defence Credit Card account.
- accrued interest is paid at the S8 Christmas Club account rate if you withdraw outside the period 1

November to 31 January on the account balance at the date of withdrawal, but your S8 account may be closed.

**4. Account Combination**

We may appropriate the credit balance of any of your savings accounts towards repayment of a debt that you may owe us on a savings account. We will notify you promptly after doing so.

**5. Account Closure**

We may close any of your savings accounts even though the account may have a credit balance. We will give you reasonable notice before doing so and will repay any credit balance. Any Card authorised for use on any of your accounts must be returned to us. We may close a Christmas Club account if a withdrawal of funds is made other than in the period between 1st November and 31st January.

**6. Direct Credit Reversal**

We may reverse a direct credit to any of your savings accounts that we have received on your behalf if we, for any reason whatsoever, do not receive value for the direct credit.

**7. Overdrawn Accounts**

- a) We do not agree to provide any credit in relation to your account. You agree not to overdraw your account unless you have a RediCredit facility.
- b) We may, at our discretion, honour a cheque, periodical payment, direct debit or VISA transaction.
- c) If your account becomes overdrawn for any reason, immediate repayment is required. We may charge you a fee and interest calculated at 3% above our current overdraft interest rate on the overdrawn amount, as well as any reasonable legal fees we incur in obtaining the amount from you. Please refer to our Schedule of Fees and Charges and our website [www.adcu.com.au](http://www.adcu.com.au) for interest rates.

## 8. Deposits and Balances

Account Number	Minimum Balance	Minimum Deposit	Notice of Withdrawal
S1	NIL	NIL	NIL
S3	NIL	NIL	NIL
S6	NIL	NIL	NIL
S8	NIL	NIL	NIL
S9	\$5000	\$500	NIL
S11	NIL	NIL	NIL
S12, S17	NIL	NIL	NIL
S13	NIL	NIL	NIL
S20	NIL (Maximum Balance \$500,000)	NIL	NIL
S50	NIL	NIL	NIL
S53	NIL	NIL	NIL
S99	NIL	NIL	NIL

- a) Cheques deposited to your account will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met. Credits may not be available until we have been advised that the cheque has been cleared.
- b) Arrangements can be made for special clearance on any cheque deposit. We may charge a special clearance fee. If a cheque deposited is refused payment by the paying bank, we may charge a fee. Please refer to our Schedule of Fees & Charges.
- c) All cheques for deposit can only be accepted if in the name of the account holder. If depositing through Bank@Post, cheques can only be accepted in the name of the cardholder.
- d) A cheque will not be accepted if it is "stale" ie. the date of the cheque is more than 15 months old.
- e) If a cheque deposited to your account is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your account will be reversed by us.
- f) Written authorisation is required from the member for a third party to conduct a cash/cheque withdrawal at a branch.

## 9. ATM/EFTPOS Withdrawals

- a) Automatic Teller Machine (ATM) and EFTPOS

(electronic funds transfer point of sale) withdrawals are available on S1, S3, S6, S12, S13, S17, S50, S53 accounts and relevant sub accounts.

- b) If you are using a Credit Union rediATM, you may withdraw a minimum of \$20 and up to a maximum of \$1000 per card per day (each day ends at 12 midnight Eastern Standard Time). If you are using an ATM not operated by us, the maximum and minimum withdrawals may be different. We do not accept any responsibility for an operator of another ATM imposing restrictions on the use of an ATM.
- c) Should the computer system be offline for any reason, the maximum withdrawal through ATM and EFTPOS will be \$500 per card (lower for S3 Junior Saver accounts). We may vary these limits for an individual member.

#### **10. Account Withdrawals And Access Limits**

"At Call" withdrawals are available on Access, Cash Management, RediCredit, Home Equity, Children's Clubs and Star Saver Direct accounts.

#### **11. Christmas Club (S8) account**

Withdrawals can only be made during the period 1st November, to 31<sup>st</sup> January each year.

#### **12. Cash Management (S9) account**

A minimum balance of \$5000 must be maintained at all times. Should the balance drop below \$5000, no interest is earned. The minimum permitted withdrawal is \$1000.

#### **13. Star Saver Direct (S20) account**

Funds are not available directly from S20. However, funds may be transferred from S20 to another savings account via PhoneLink or Online Banking and then withdrawn subject to the conditions of that account.

#### **14. Special Purpose accounts**

- a) Special Purpose accounts or "Sub-accounts" can be opened on all accounts except an S3 account when a separate account is required for a special reason.
- b) All sub-accounts are subject to the terms and conditions of the primary account type.

#### **15. Cash Withdrawals**

Cash withdrawals at branches require written authorisation from the account holder. If you need a large amount we require 24 hours advance notice (verbal or written) at the branch where you wish to withdraw the cash.

## **PART C – TERM DEPOSITS**

### **GENERAL CONDITIONS**

#### **1. Instructions**

- a) A completed application form, including maturity and interest payment instructions, is required to establish a Term Deposit.
- b) A Term Deposit will only be opened in the member(s) name(s).

- c) Written notice is required to alter the instructions on a Term Deposit.
- 2. Credit Union Discretion**
- a) We may refuse to accept any application to open a Term Deposit and may set maximum and minimum amounts for deposits and terms.
- b) We reserve the right to restrict deposits to Term Deposit accounts.
- c) We reserve the right to refuse a request for redemption of a term deposit before the agreed maturity date.
- 3. Cheque Deposits**
- a) Please refer to **PART B - SAVINGS ACCOUNTS, Deposits and Balances** for general conditions relating to cheque deposits.
- b) If a cheque deposited to your Term Deposit is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your Term Deposit will be reversed by us.
- 4. Interest Rate**
- The interest rate on a Term Deposit will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a Term Deposit, the rate may differ if the deposit is not made on the same day.
- 5. Interest Calculation**
- Interest is calculated by multiplying the closing daily balance by the annual interest rate divided by 365. We will not change the method of interest calculation or payment during the term of the deposit.

## **DEPOSIT AND INTEREST PAYMENTS**

### **1. Types**

- a) Our Term Deposits are divided into 3 types:

**Investment Plus:**

- Interest is paid on maturity
- The amount of deposit can only be increased on maturity

**Income Plus:**

- Interest is paid monthly
- The amount of deposit can only be increased on maturity

**Teen Plus:**

- Only available to members of "Teen Plus" Children's Club and "Cadet Plus" account.
- Interest is paid on maturity
- The amount of deposit can only be increased on maturity.

- b) The following tables show the minimum deposit and terms available for each type of Term Deposit.

<b>Investment Plus</b>		
<b>Term (months)</b>	<b>Minimum Balance*</b>	<b>Interest Paid</b>
3	\$1000	At maturity
6	\$1000	At maturity
9	\$1000	At maturity
12	\$1000	At maturity
15	\$1000	At maturity
18	\$1000	At maturity
24	\$1000	At maturity

\*Minimum Balance \$500 for Teen Plus members only

<b>Income Plus</b>		
<b>Term (months)</b>	<b>Minimum Balance</b>	<b>Interest Paid</b>
3	\$1000	Monthly
6	\$1000	Monthly
12	\$1000	Monthly

From time to time we may negotiate term deposits other than those noted above. In those instances the interest rate and term which applies will be advised at that time.

## 2. **Withdrawal Restrictions**

- a) You acknowledge that any Term Deposit is lodged on the understanding that it is not withdrawn before the maturity date.

- b) You may request an early redemption of your deposit before the term has ended but if granted, interest will be paid at a reduced rate from the date of deposit to the day prior to withdrawal. The reduced rate will be as decided by us from time to time and is currently the S1 Access account interest rate.
- c) Any interest paid at the higher rate on amounts withdrawn before maturity will be recalculated at the reduced rate and the difference payable on deducted interest on withdrawal, or if this is not sufficient, from the principal at time of withdrawal.

### **3. Account Closure**

We may close a Term Deposit should the balance of that deposit fall below minimum balance requirements. We will give you reasonable notice before doing so and will repay any credit balance.

### **4. Account Combination**

We may appropriate the credit balance of your Term Deposit towards repayment of a debt that you may owe us on a savings account. We will notify you promptly after doing so.

### **5. Certificates**

Term Deposit certificates will be issued for all Term Deposits on establishment and when individual Term Deposits are rolled over.

### **6. Maturity on Term Deposits**

- a) You may nominate in writing to have the principal on maturity renewed, transferred to a nominated account, or paid by cheque at any time prior to maturity.
- b) Unless written instructions to the contrary are received from you on or before the maturity date ADCU may renew the deposit. If we renew the Term Deposit, the interest rate and other conditions will be those applicable to any other Term Deposit available on that day for the same amount and term.

## **PART D – PAYMENT SERVICES**

### **GENERAL TERMS AND CONDITIONS**

These terms and conditions apply to the following Payment Services:

- Direct Credits
- Direct Debits
- Periodical Payments
- Member Cheques

#### **1. Fees and Charges**

We may charge fees and charges on our Payment Services. We will give you a Schedule of Fees & Charges detailing all our current fees and charges at any time at your request.

#### **2. Stop Payment**

When stopping payment, you must do so in accordance with these Terms and Conditions (see each Payment Service below). We may charge you a fee for acting to stop or alter a transaction on a Payment Service. We must receive your instructions in writing to stop or alter

a payment.

**3. Stop Payment Liability**

We are not liable to you if you request that a transaction be stopped or altered when we have already debited the amount to your account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under law or the EFT Code.

**4. General Liability**

We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under law or the EFT Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of resupply of the service, where the law and the EFT Code permit this limitation.

**5. Overdrawn Accounts**

We may, at our discretion, honour any payment from your account. However, if your account becomes overdrawn for any reason, immediate repayment is required and we may charge you a fee and interest on the overdrawn amount as per our Schedule of Fees & Charges as well as any reasonable legal fees we incur in obtaining the amount from you.

**DIRECT CREDITS**

**1. Service**

You may have your pay or other regular payments credited to your nominated account by Direct Credit.

**2. Instruction**

You may request us to direct your pay, part pay or any credit to other ADCU accounts or memberships. All requests must be in writing.

**3. Suppliers**

We reserve the right to refuse to accept deposits from a Direct Credit Supplier who is not registered in the Direct Entry scheme transmitted via CUSCAL. The Direct Credit Supplier must provide sufficient funds to us to credit your account and comply with any conditions that we impose from time to time.

**4. Conditions**

Direct Credits received daily are processed no later than 9am the next working day. We are not liable for any delay in the crediting of your pay to your nominated account.

**5. Direct Credit Reversal**

We may reverse a Direct Credit to any of your accounts that ADCU has received on your behalf, if we for any reason whatsoever, do not receive value for the direct credit.

**6. Stop Payment**

To stop a Direct Credit payment service you must notify your Direct Credit Supplier and ADCU without delay after deciding to stop the service.

## DIRECT DEBITS AND PERIODICAL PAYMENTS

### 1. Service

A Direct Debit or Periodical Payment service may be established on your S1, special purpose, S6, S12, S13 or S17 accounts.

- a) A **Direct Debit** transaction is a transfer of funds from your account to an account with another financial institution, when you have authorised it to debit your account. To establish a Direct Debit service, you must complete an authorisation form and send it to the Direct Debit supplier to establish the Direct Debit service. We will commence the Direct Debit payment after we receive the request for payment from the Supplier.
- b) A **Periodical Payment** is a transfer of funds at your request from your account to a specified account or third party on a certain date on a regular basis. To establish a Periodical Payment service, please complete a Periodical Payment Authority form available at branch offices or visit our website [www.adcu.com.au](http://www.adcu.com.au)
- When we make a periodical payment, we are not acting as your agent or the agent of the payee and we do not have to advise you if a periodical payment is not made.
  - If a periodical payment is for a loan with us and there are insufficient funds to make the payment, we may at any time debit your account from which the payment is made for any amount you owe us.
  - If a periodical payment is dishonoured for two payments, we may cancel the authority.
  - In the event that a future dated periodical payment is due on the weekend or NSW public holiday, the payment may be made on the previous business day.

### 2. Payment Order

If you request more than one Periodical Payment or Direct Debit, we will determine the order in which they are paid.

### 3. Overdrawn Accounts

If the amount of the Direct Debit or Periodical Payment exceeds the available balance in your nominated account, we may refuse to pay the Direct Debit or Periodical Payment.

We will attempt each day for up to 5 business days to pay the periodical payment. We will cancel the periodical payment if we have unsuccessfully attempted to pay it on 5 occasions. We will incur no liability for such refusal. We may impose a fee for attempting to pay the periodical payment, for a dishonour, or if the account becomes overdrawn. Please refer to the Schedule of Fees & Charges.

### 4. Stop or Alter Payment Authority

To stop a Direct Debit you must provide written instructions to us setting out full details of the Direct

Debit at least three (3) business days before the next payment is to be made. You must also instruct any Direct Debit Supplier to stop the Direct Debit without delay.

To stop or alter a Periodical Payment, you must provide notice of one (1) business day.

## **MEMBER CHEQUES**

### **1. Cheque Facility Terms and Conditions**

When we accept your application, you acknowledge that you have appointed both ADCU and CUSCAL as your agent and that you have authorised each of us to:

- conduct accounts ("the **Bank account**") with a Bank ("**the Bank**") to enable you to draw cheques for payment of goods and services out of the funds in your ADCU account in accordance with these Terms and Conditions; and
- transfer funds to the Bank account from your account to pay the amount of cheques that you or your authorised signatories have signed and to pay the value of all costs taxes or charges made by ADCU or the Bank.

### **2. Cheque Book Security**

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

- keep your cheque book under secure control and in a safe place at all times;
- never give your cheque book or an incomplete cheque to any person;
- read your statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
- contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.

### **3. Completing a Cheque**

When you write a cheque you have a duty to fill it out carefully so that no-one else can alter it. It is important that you:

- write the amount in both words and figures and never leave a gap between the words or figures;
- begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
- always write cheques in ink which cannot be rubbed out and never in pencil; and
- never sign a cheque until you have filled it out completely.

### **4. Liability**

- a) You will be liable for all losses caused by your failure to observe the duties specified in clauses 2 and 3 above. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:

- the fraudulent or negligent conduct of our

- employees or agents; or
  - the same cheque being debited more than once to the same account.
- b) If the amount of any cheque presented for payment to the Bank exceeds the Available Balance as defined below in your account at the time the cheque is presented, we may instruct the Bank to refuse to pay the cheque. If that occurs we will advise you in writing, as soon as practicable, but will not be liable for any losses caused by our failure to do so. Where we refuse to pay a cheque in accordance with this condition, or in accordance with any other provision, we may, at our absolute discretion, debit to your account any costs incurred through such refusal, and such costs shall constitute a debt owed by you to us.
- c) In the event that a correctly authorised and presented cheque exceeds the Available Balance of your account, we are authorised (but are under no obligation) to transfer to that account from any other account or accounts that you have with us, sufficient funds to allow payment of the cheque. We may charge you a fee when we make such a transfer and, if we do, the fee will constitute a debt owed by you to us. You acknowledge that we will not be liable for any claim made by you should we fail or refuse to make such a transfer.
- d) If we pay a correctly authorised and presented cheque that exceeds your Available Balance then you will incur a debt to us reflecting the amount by which the cheque exceeds the Available Balance. This debt is repayable by you immediately upon the written demand of us. If you fail to repay the debt then you will be required to pay all costs and expenses incurred by us in collection of that debt.

#### **5. Stop Payment**

You acknowledge and agree that we are only required to instruct the Bank to stop payment on any cheque when our Stop Payment form has been correctly completed, signed and delivered to us.

#### **6. Disputes**

If you have a complaint about the Cheque Facility, or wish to dispute a transaction, you should contact us. We will do everything we can to resolve your complaint quickly and to your satisfaction. Please refer to our Dispute Resolution brochure.

### **PART E – ON-LINE SERVICES TERMS AND CONDITIONS**

The following terms and conditions relate to your access to and use of the following services:

- Online banking at [www.adcu.com.au](http://www.adcu.com.au)
- 24-Hour Phone Banking on 1300 13 23 28
- Third Party Transfers
- BPAY
- VISA Card and Redicard

Please read these terms and conditions carefully; if

you do not understand them please contact us. By accessing these Services, you agree to be bound by the Terms and Conditions set out below. These Terms and Conditions operate in addition to any legal rights we have or you have.

## **1.0 Glossary of Terms**

- 1.1** A reference to “**we**”, “**us**”, “**our**” or “the Credit Union” means the Australian Defence Credit Union Ltd.
- 1.2** A reference to “**you**” and “**your**” includes a reference to any holder of a joint account or any third party authorised by you to access and/or operate your account(s) using these Services, with the intent that you shall be liable for any use of these services in respect of your account(s) and for any failure on the part of any such third party to observe these Terms and Conditions.
- 1.3** A reference to “**user**” includes you and any person authorised by you to perform EFT transactions on your account.
- 1.4** A reference to “**business day**” is a day that is not:
- a Saturday or Sunday; or
  - a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done

## **2.0 Credit Union Code of Practice**

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

## **3.0 Electronic Funds Transfer Code of Conduct**

We warrant we will comply with the Electronic Funds Transfer Code of Conduct where that code applies.

## **4.0 General Terms and Conditions of On-Line Services**

- 4.1** The relevant provisions of the Credit Union Code of Practice apply to these Services.
- 4.2** The Credit Union Code of Practice and EFT Code of Conduct require us to give you information about the current fees and charges in relation to these Services.
- 4.3** General Descriptive Information on the operation of your account/s is available on request.
- 4.4** The Credit Union will provide you with access to Online Banking using an Access Code when a completed application to use the Service is accepted and approved by us.
- 4.5** You can use the Online Banking Service when your Member number and correct Access Code are keyed in.
- 4.6** Access to 24-Hour Phone Banking is available to all Members on selection of your own four to six digit Telephone Access Code.
- 4.7** Access to the Third Party Transfers via Online Banking and 24-Hour Phone Banking is available to all Members, apart from joint accounts where all members are required to sign.
- 4.7.1** Third Party transfers to other Financial Institutions are only available via Online Banking.
- 4.7.2** For Third Party Transfers to other Financial Institutions,

we may limit the value of the transactions you may make on any one day. To increase this limit, contact the Member Contact Centre on 1300 13 23 28.

- 4.7.3** Funds can be accessed by ATM, EFTPOS, or Member Cheque Book facilities immediately after transfer.
- 4.8** We are not liable to you or any other person for and in relation to connection to the Internet. You must make your own provisions through an Internet Service Provider.
- 4.9** We may cancel the use of an access method or withhold an access method at any time without notice if we believe that access method is being used in a way that may cause losses to you or us. We may vary the maximum or minimum amounts which you may withdraw from electronic equipment within any period of time.
- 4.10** If you ask us to make a payment or transfer through electronic equipment, in most cases it will be treated as having been made –
- On the same day, if you asked us to make payment or transfer before our payment or transfer cut-off time on a business day; or
  - On the next business day, if you asked us to make payment or transfer after our payment or transfer cut-off time or on a weekend or public holiday
- 4.11** You can also schedule a payment or transfer (Online Banking only) - that is, you can advise us of a future date on which the payment is to be made. In those cases, the request is treated as having been made on the day or days nominated by you for the payment or transfer to be made. If any such day is a weekend or public holiday, the payment or transfer will be treated as having been made on the next business day. Once you have instructed us to make a scheduled payment or transfer, you can countermand this instruction in advance of the due date for payment or transfer. We will attempt each day for up to five business days to make the payment. Any such countermand must be received before our payment or transfer cut-off time on the day the schedule is due, and must be made via Online Banking. Otherwise, we will process the payment or transfer as originally instructed by you.
- 5.0 Online Banking and Telephone Access Codes**
- 5.1** Your relevant Access Code(s) must not relate to any readily accessible data such as your date of birth, or telephone number. Nor must they be an obvious combination of letters and numbers or one that can be easily guessed by someone else.
- 5.2** The Credit Union reserves the right to cancel any Access Code(s) at any time without notice.
- 5.2.1** You may at any time request in writing that we withdraw your access to any/all of these Services. You will remain responsible for any transactions made on your account(s) using these Services until the request

has been received and processed by us.

## **6.0 How to Keep Your Access Code(s) Safe**

We would like you to enjoy all the benefits these Services have to offer. To achieve this and to guard against unauthorised use, it is important that you:

- keep secure and protected your record of Access Code(s).
- keep only one record of your Access Code(s).
- keep your record of your Access Code(s) and Member Number separate and apart from each other.
- do not tell any unauthorised person your Access Code(s).
- do not allow any unauthorised person to view or hear your Access Code(s).

## **7.0 What to do if Your Access Code(s) are Lost or Stolen**

You must inform us as soon as possible if you become aware of unauthorised access to any of your Access Code(s) or of the loss or theft of a record of any of your Access Codes or if you suspect that any of your Access Codes have become known to someone else.

If you unreasonably delay notifying us, your possible loss as a result of unauthorised transactions on your account(s) may increase.

## **8.0 Checking Account Records**

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

**8.2** If we find an error in your account we will promptly correct the error, adjust interest and charges to the account and advise you.

**8.3** If we do not agree that there is an error we will write to you as soon as possible giving you reasons for our decision.

## **9.0 Who Pays For Transactions On Your Account(s) if there is Unauthorised Use of Your Access Code(s)?**

**9.1** Your loss is limited to the lesser of:

- \$150
- the balance of the linked account (including any pre-arranged credit); or
- the actual loss at the time of notification if:
  - you did not unreasonably delay in telling us that any of your Access Codes have been misused, lost or stolen, or have become known to someone else; and
  - any transactions were carried out without your knowledge or consent.

**9.2** If on the balance of probability we prove that you contributed to the loss resulting from unauthorised access, through your fraud or on any of the following conditions:

- you voluntarily disclose one or more of your Access Codes to anyone;
- you keep your Access Code on or with the card (or other access device) without making any reasonable

- attempt to disguise it;
- where we permit you to select or change your Access Code and you select a code that represents your birth date or part of your name and we have instructed you not to use such codes immediately before the selection or change; or
- you act with extreme carelessness in failing to protect the security of all codes.

You will be liable for the actual loss before we are notified that your card (or other access device) has been misused, lost or stolen or breached. However, you will not be liable for the following amounts:

- the actual losses;
- the amount you are able to withdraw from your account (including any pre-arranged credit); or
- the total amount you would have been allowed to withdraw on the days that the unauthorised use occurred.

**9.3** If on the balance of probabilities we can prove that you have contributed to the unauthorised use because you unreasonably delay to:

- tell us that any of your card/s (or access device) has been lost or stolen or that the security of Access Codes had been breached; or
- tell us that any of your Access Codes have become known to someone else, then you are liable for any losses directly attributable to that delay.

Your liability for these losses will not exceed:

- the amount you are able to withdraw from your account (including any pre-arranged credit); or
- the total amount you would have been allowed to withdraw on the days that the unauthorised use occurred.

**9.4** You are not liable for unauthorised use that:

- occurs before you have received your temporary Access Code(s) that we provide or before you have established your updated Access Code(s); or
- takes place after you tell us that any of your Access Codes have been misused, lost or stolen or have become known by someone else.

## **10.0 What Happens When You Use These Services?**

**10.1** These Services are available for the enquiries and transactions specified by the Credit Union from time to time.

**10.2** You will only be able to use these Services to access accounts when you are:

- a. the account holder.

**10.3** Transactions made using these Services are also governed by the Terms and Conditions of the accounts being used and these Terms and Conditions do not affect the Terms and Conditions applying to those various accounts. In the event of a conflict between these Terms and Conditions and the Terms and Conditions of the relevant account, the Terms and

Conditions which apply to the relevant account will prevail.

- 10.4** We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through these Services will remain confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.
- 10.5** Transactions made through electronic services may be processed at our option on the next available working day.
- 10.6** The Credit Union reserves the right to decline any transactions without being required to give any reason or advance notice to you.
- 10.7** The Credit Union is not liable for any loss or damage incurred by any person if a transaction is not effected or is delayed or is in error, for any reason.

**11.0 What Should You Do If These Services Are Not Available?**

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use these Services.

We undertake to make all reasonable efforts to ensure that the Services are available to you during the hours specified by us from time to time but we are not liable to you or any other person for or in connection with:

- a) failure of these Services to perform in whole or in part, any function which we have specified they will perform;
- b) the unavailability of these Services to you in whole or in part because of the failure of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control;
- c) delays or errors in the execution of any transactions because of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control; or
- d) the supply and maintenance of any equipment necessary to access these services (eg. personal computer and modem).

**12.0 What Should You Do If You Think We Have Made a Mistake?**

Contact us as soon as possible if you think:

- there has been a mistake in a transaction made through these Services;
- or information received through these Services is wrong.

If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will report to you as soon as possible and generally within 21 business days, giving you the reasons for our decision.

If we find an error in your account, we will promptly correct the error, adjust interest and charges to the

account accordingly and advise you.

If we are unable to resolve a complaint within 45 days, we will:

- inform you of the reasons for the delay;
- provide you with monthly updates on the progress with the complaint; and
- specify a date when a decision can reasonably be expected; unless we are waiting for a response from you, and you have been advised that we require the response.

On completion of our investigation, we will write to you telling you of:

- the outcome of the investigation;
- our reasons for the outcome including the provisions of the Conditions of Use that we considered during our investigations;

If we conclude as a result of our investigations that your account has been incorrectly debited or credited, we will, where appropriate, adjust your account (including any interest and charges) and let you know in writing of the amount with which your account has been debited or credited.

If we find from our investigations that your account has been correctly debited or credited, or in the case of unauthorised transaction, that you are liable for the loss or part of the loss, we will give you copies of any document and/or other evidence on which we based our finding. If you are not satisfied with our decision, you may ask us to have our senior management review the matter.

### **13.0 What Should You Do If You Think You Have Made a Mistake?**

If you tell us to make a payment or transfer and after we have made that payment or transfer you discover that:

- the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer, then you must contact the recipient to obtain a refund;
- you made a mistake in telling us to make a payment or transfer to a particular account then you will not make any claim upon us but will contact the recipient to obtain a refund.

### **14.0 Can We Change These Conditions?**

a) We reserve the right to vary these Conditions.

b) We will give you at least 30 days written notice if any variation will:

- impose or increase charges relating to your use of these Services;
- increase your liability for losses relating to transactions through these Services;
- adjust the transaction limits applying to your use of

- these Services; or
  - indicate that your Services or delivery systems for these Services is to be discontinued or withdrawn.
- c) We will tell you of all other variations in advance through these Services or notices.
  - d) Our obligation to give you advance notice does not apply if variations are required in an emergency to restore or maintain the security of these Services of any individual account held.
  - e) We fulfil our obligations to give you notice under these Conditions if we post the notice by ordinary mail to the last address you gave us.
  - f) The Credit Union reserves the right to vary the types of services offered on these Services.

### **15.0 Can We Add Further Services?**

- a) We reserve the right to provide additional services.
- b) In the event of conflict between the Terms and Conditions of these Services and the Terms and Conditions of a product yet to be offered by these services, the Terms and Conditions of the relevant product will prevail.

### **16.0 Statements of Account**

- a) Unless clause 14(d) applies we will provide you with a record of account activity on accounts to or from which EFT transactions can be made, every three months,
- b) We will provide you with a statement of account otherwise, on request. A charge for this service applies. Refer to the Schedule of Fees and Charges for current rates.

### **17.0 Privacy**

We comply with the National Privacy Principles as incorporated into the Privacy Act.

### **18.0 Conditions Binding**

You accept these Conditions by using the Access Code(s). In turn, we undertake to keep to these Conditions once you have used the Access Code(s).

## **BPAY TERMS AND CONDITIONS**

These terms and conditions relate to our BPAY facility available via Online Banking at [www.adcu.com.au](http://www.adcu.com.au) or 24 hour PhoneLink on 1300 13 23 28.

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.

### **1.0 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.

- **Access Code** – means the numeric combinations you use to have secure access to BPAY via 24Hour PhoneLink or Online Banking.
- **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 and 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.

## 2.0 Credit Union Code of Practice

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

## 3.0 Electronic Funds Transfer Code of Conduct and Credit Union Code of Conduct

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

#### **4.0 Security Breaches**

- a) We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- b) If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by calling Australian Defence Credit Union on 1300 13 23 28, by fax to (02) 9240 4140 or via email at [service@adcu.com.au](mailto:service@adcu.com.au)
- 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.

#### **5.0 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 nominated Account(s) which are linked with BPAY access.
- 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 or whole satisfaction of any underlying debt owed between you and that Biller.

## **6.0 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, 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 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. We will attempt each day for up to five business days to make the BPAY future dated payment, if it was made online.
- 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 13 23 28 if there are any problems with your future-dated payment.
- e) You are responsible for cancelling a future-dated payment after you have given the direction but before the date for payment. Cancellation can only be made using Online Banking. You cannot stop the BPAY Payment on or after that date.

## **8. BPAY Transaction Limits**

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

## **9. Refusing BPAY Payment Directions**

You acknowledge and agree that:

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

## **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 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 Electronic Funds Transfer Code of Conduct.**

## 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 Electronic Funds Transfer Code of Conduct.

## **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 sources 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 transaction entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - your name, member number and card number (if any);
  - the date and amount of the BPAY transaction 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 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 do any of the following:
  - 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 Electronic Funds Transfer Code of Conduct
- 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 Credit Union Dispute Resolution Centre or any other dispute resolution body which we advise you from time to time. The Credit Union Dispute Resolution Centre's contact details are:

Financial Ombudsman Service Limited  
(Mutuals Division)  
GPO Box 3 Melbourne VIC 3001

Toll-free number: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Website: www.fos.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 Electronic Funds Transfer Code of Conduct 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 on 24 Hour PhoneLink or Online Banking 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 may change fees (as disclosed in our Fees & Charges) 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 notify you in writing at least 30 days before the effective date of change if the change to the Terms and Conditions will:
  - introduce a new fee or charge; or
  - vary the method by which interest is calculated or

- the frequency with which it is debited or credited.
- c) We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
- increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - increase your liability for losses;
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
  - make any changes to your Account(s) in respect of which the law requires that notice be given to you.
- We will notify you by:
- notices on or with periodic Account statements;
  - notice in a member newsletter
  - direct written notice to you; or
  - press advertisement the national or local media.
- d) We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
- notices on or with periodic Account statements;
  - notice in a member newsletter
  - direct written notice to you; or
  - press advertisement 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.

#### **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 and for processing your BPAY Payments.
- b) By using BPAY, 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.

## **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.

## VISA CARD AND REDICARD

### 1. General Conditions of Use

- a) These Conditions of Use govern the use of Cards to access your linked account. ADCU will process the value of all transactions, and any fees and charges, to your linked account. Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant linked account. In the event of an inconsistency between these Conditions of Use and the terms applicable to your linked account, these Conditions of Use shall prevail.
- b) In accepting a Card from ADCU, you are obliged to comply with these Conditions of Use.

### 2. PIN Security

You should follow the guidelines in the box below to protect against unauthorised use of your Card and PIN.

- Sign the Card as soon as you receive it;
- Keep the Card in a safe place;
- If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- Never write the PIN on the Card;
- Never write the PIN on anything that is kept with or near the Card;
- Never lend the Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the Card to ADCU or to the Card HOTLINE;
- Keep a record of the Card number and the relevant Card HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Card has been used without your authority; and
- Immediately notify ADCU of any change of address.

**These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions.**

**Liability for such transactions will be determined in accordance with clause 7 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.**

### 3. Signing the Card

You agree to sign your Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Card. You must ensure that your Nominee signs the Card issued to them immediately upon receiving it and before using it.

#### **4. Protecting the PIN**

- a) We will provide a PIN to use the Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Card.
- b) You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends. Our staff will never ask you to disclose your PIN.
- c) If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses that occur as a result of unauthorised use of the PIN before notification to ADCU that the PIN has been misused or has become known to someone else.
- d) Do not record the PIN on the Card or keep a record of the PIN on anything that is kept with or near the Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

#### **5. How to Report Loss, Theft or Unauthorised Use of the Card or PIN**

- a) If you or your Nominee believe the Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact ADCU (if during business hours) or the Card HOTLINE at any time on its emergency number found at the front of this document.
- b) The Card HOTLINE or ADCU will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting ADCU or the Card HOTLINE.
- c) After contacting the Card HOTLINE, you or your Nominee should confirm the loss or theft as soon as possible with ADCU.
- d) The Card HOTLINE 1800 224 004 is available 24 hours a day, 7 days a week.
- e) If the Card HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to ADCU as soon as possible during business hours. ADCU will be liable for any losses arising because the Card HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to ADCU as soon as possible during business hours.
- f) If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
  - with ADCU by telephone or priority paid mail as soon as possible; or
  - by telephoning the VISA INTERNATIONAL CARD HOTLINE number for the country you are in, which you must obtain from ADCU prior to your departure

in accordance with clause 20(f) of these Conditions of Use.

**6. Your Liability in Case the Card is Lost or Stolen or in Case of Unauthorised Use**

- a) You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph (b) below apply.
- b) You are not liable for losses:
- where it is clear that you and your Nominee have not contributed to the loss;
  - that are caused by the fraudulent or negligent conduct of employees or agents of
    - ADCU;
    - any organisation involved in the provision of the EFT System; or
    - any Merchant relating to a forged, faulty, expired or cancelled Card or PIN.
  - that are caused by the same transaction being incorrectly debited more than once to the same account;
  - that would exceed the amount of your liability to ADCU had we exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
  - resulting from unauthorised use of the Card or PIN:
    - in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Card;
    - in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - in either case, after notification to ADCU or the Card HOTLINE in accordance with clause 5 that the Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- c) You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Card or PIN if the loss occurs before notifying us or the Card HOTLINE that the Card has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you or your Nominee contributed to the loss through:
- fraud, failure to look after and keep the PIN secure in accordance with clauses 4(b), (c) and (d), or extreme carelessness in failing to protect the security of the PIN; or
  - unreasonably delaying in notifying ADCU or the Card HOTLINE of the misuse, loss or theft of the Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to ADCU or the Card HOTLINE.

However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits on your linked account;
  - the portion of the loss on any linked account which exceeds the available balance of that linked account (including any prearranged credit); or
  - all losses incurred on any account that you had not agreed with us could be accessed using the Card and PIN.
- d) Where a PIN was required to perform the unauthorised transaction and clause 6(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction using the Card, if the loss occurs before notification to ADCU or the Card HOTLINE that the Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- \$150;
  - the actual loss at the time of notification to ADCU or the Card HOTLINE of the misuse, loss or theft of the Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Card or your linked account); or
  - the balance of your linked account, including any prearranged credit.
- e) If, in cases not involving EFT Transactions, the Card or PIN are used without authority, you are liable for that use before notification to ADCU or the Card HOTLINE of the unauthorised use, up to your current daily withdrawal limit.
- f) Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

## **7. Steps you must take to Resolve Errors or Disputed EFT Transactions**

- a) If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify ADCU. Later, but as soon as you can, you must give us the following information:
- your name, account number and Card number;
  - the error or the transaction you are unsure about;
  - a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
  - the dollar amount of the suspected error.
- b) If your complaint concerns the authorisation of a transaction, we may ask you or your Nominee to provide further information.
- c) We will investigate your complaint, and if we are unable to settle your complaint immediately to your

and its satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

- d) Within 21 Days of receipt from you of the details of your complaint, we will:
- complete its investigation and advise you in writing of the results of its investigation; or
  - advise you in writing that it requires further time to complete its investigation.
  - ADCU will complete its investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- e) If ADCU is unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and our likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- f) If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, ADCU will resolve the complaint in your favour.
- g) If ADCU finds that an error was made, it will make the appropriate adjustments to your linked account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- h) When ADCU advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your linked account. If you are not satisfied with the decision, you may wish to take the matter further.
- i) You may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body, which ADCU may advise from time to time.
- j) If ADCU decides that you are liable for all or any part of a loss arising out of unauthorised use of the VISA Card or PIN, it will:
- give you copies of any documents or other evidence it relied upon; and
  - advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- k) If ADCU fails to carry out these procedures or causes unreasonable delay in resolving your complaint, ADCU may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

## **8. Malfunction**

- a) You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b) If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, ADCU will

only be responsible for correcting errors in your linked account and refunding to you any charges or fees imposed on you as a result.

**9. Transaction and Other Fees**

Please refer to Schedule of Fees and Charges for costs relating to the use of VISA Card or Redicard.

**10. Transaction Slips and Receipts**

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

**11. Changes to Conditions of Use**

- a) ADCU reserves the right to change these Conditions of Use from time to time.
- b) ADCU will notify you in writing at least 30 Days before the effective date of change if it will:
  - impose or increase any fees or charges for the Card;
  - increase your liability for losses; or
  - impose, remove or adjust daily or other periodic transaction limits applying to the use of the Card, PIN, your linked account or Electronic Equipment.
- c) ADCU will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d) ADCU is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.
- e) When the Card is used after notification of any such changes, you accept those changes and use of the Card shall be subject to those changes.

**12. Use after Cancellation or Expiry of the Card**

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

**13. Cancellation and Return of the Card**

- a) The Card always remains the property of ADCU.
- b) We can immediately cancel the Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the Terms and Conditions of your linked accounts, including capture of the Card at any EFT Terminal.
- c) We may, at any time, cancel the Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d) You may cancel your Card or any Card issued to your

Nominee at any time by giving us verbal or written notice.

- e) You will be liable for any transactions you or your Nominee make using the Card before the Card is cancelled but which are not posted to your linked account until after cancellation of the Card.
- f) You must return your Card and any Card issued to your Nominee to ADCU when:
  - we notify you that we have cancelled the Card;
  - you close your linked account;
  - you cease to be a member of ADCU;
  - you cancel your Card, any Card issued to your Nominee, or both;
  - you alter the authorities governing the use of your linked account unless we agree otherwise.

#### **14. Authorisations**

You acknowledge and agree that:

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

#### **15. Withdrawal and Transaction Limits**

- a) You agree that the Card will not be used to:
  - overdraw any of your linked accounts; or
  - exceed the unused portion of your credit limit under any prearranged credit facility such as line of credit.
- b) If clause 15(a) is breached, we may:
  - dishonour any payment instruction given; and
  - charge you an administrative fee as advised to you from time to time.
- c) We may at any time limit the amount of an EFT Transaction.
- d) You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

#### **16. Additional Cards**

- a) You may authorise us, if we agree, to issue an additional Card to your Nominee provided this person is over the age of 18 (unless we agree to a younger age).
- b) You will be liable for all transactions carried out by your Nominee on the Card.
- c) We will give each Nominee a PIN.
- d) Your Nominee's use of the Card and PIN is governed by the Conditions of Use.
- e) You must ensure that each Nominee protects their Card and PIN in the same way as these Conditions of Use require you to protect your Card and PIN.

#### **17. Renewal of the Card**

- a) Unless you are in breach of these Conditions of Use or we deem otherwise for the security of the EFT System or individual accounts, we will automatically provide you and your Nominee with a replacement Card before the

- expiry date of the current Card or additional Card.
- b) If you do not wish to receive a replacement Card, either for yourself or for your Nominee, you must notify us before the expiration date of the current Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Card.
- 18. General Exclusions of Warranties and Representations**
- a) We do not warrant that Merchants displaying VISA or Redicard signs or promotional material will accept these Cards in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b) We do not accept any responsibility should a Merchant, bank or other institution displaying VISA or Redicard signs or promotional material, refuse to accept or honour these Cards. We do not warrant that EFT Terminals displaying VISA or Redicard signs or promotional material will accept these Cards.
- 19. Using the VISA Card**
- a) The VISA Card may only be used to perform transactions on your linked account. We will advise you of the accounts, including any credit facility, which you may link to the VISA Card.
- b) We will debit your linked account with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA Card (including all mail or telephone orders placed by quoting the VISA Card number) and all other EFT Transactions, or credit your linked account with the value of all deposit transactions at EFT Terminals.
- c) We will advise you from time to time:
- what EFT Transactions may be performed using the VISA Card; and
  - what EFT Terminals of other financial institutions may be used.
- d) Transactions will not necessarily be processed to your linked account on the same day.
- 20. Using the VISA Card Outside Australia**
- a) Use of the VISA Card outside Australia must comply with any exchange control requirements.
- b) All transactions made overseas on the VISA Card will be converted into Australian currency by VISA International and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA process the transaction).
- c) All transactions made overseas on the VISA card are subject to a currency conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which your Credit Union can provide you with the VISA card. The amount of this currency conversion fee is subject to change from time to time and your Credit Union will

- advise you in advance of any such change.
- d) Some overseas Merchants and EFT terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
  - e) Before travelling overseas, you or your Nominee should consult your Credit Union to obtain the VISA CARD HOTLINE number for your country of destination. You should use the VISA CARD HOTLINE if any of the circumstances described in clause 17 apply.
  - f) A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **21. VISA Exclusions of Warranties and Representations**

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

## **22. Using the Redicard**

- a) ADCU will advise you from time to time:
  - what EFT Transactions may be performed using the Redicard; and
  - what EFT Terminals of other financial institutions may be used.
- b) ADCU does not warrant that Merchants or EFT Terminals displaying Redicard signs or promotional material will accept the Redicard. ADCU does not accept any responsibility should a Merchant or EFT Terminal displaying Redicard signs or promotional material refuse to accept or honour a Redicard, or should a Merchant or other financial institution impose additional restrictions on the use of the Redicard.
- c) The Redicard may only be used to perform transactions on your linked account. ADCU will advise you of:
  - the accounts which you may link to the Redicard; and
  - any credit facility that you may link to your linked account.
- d) ADCU will debit your linked account with the value of all withdrawal EFT Transactions and credit your account with the value of all deposit EFT Transactions.
- e) If a linked account is in the name of more than one person, then each party to that account will be jointly and severally liable for all EFT transactions on that account.
- f) Transactions will not necessarily be processed to your linked account on the same Day.
- g) You will continue to be liable to ADCU for the value of any EFT Transaction occurring after you have closed your linked account or after you have resigned from membership of ADCU.

**Web Site & Online Banking**

[www.adcu.com.au](http://www.adcu.com.au)

**All Enquiries & 24 Hour Phone Banking**

1300 13 23 28

1300 13 (ADCU)

**Email**

[service@adcu.com.au](mailto:service@adcu.com.au)

Australia Wide Branch Network



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