



Product Disclosure Statement

Products and Services

General Terms and Conditions

How to Apply

You can apply for membership in the following ways:

- Download an application form from www.cmcu.com.au and return it to one of our branches with your identification
- Visit your nearest branch

How Our Conditions of Use Become Binding on You

As soon as you open an account or use an access facility you become bound by these Conditions of Use.

Customer Owned Banking Code of Practice

Central Murray Credit Union (CMCU) warrant that we will comply with the Customer Owned Banking Code of Practice. Please see Section 4 of Part 1 'Introduction' about the Customer Owned Banking Code of Practice for further information.

ePayments Code

CMCU warrant that we will comply with the ePayments Code.

Privacy

Please refer to our statement *Information about your privacy* for information about:

- Our obligations regarding the confidentiality of your personal information
- How we manage your personal information

Accessing Copies of the Conditions of Use

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download our current Conditions of Use from our website at www.cmcu.com.au.

Financial Claims Scheme

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

CMCU is an ADI. Depositors with CMCU may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information about the FCS:

- Visit the APRA website at <http://www.apra.gov.au>
- Phone the APRA hotline on 1300 558 849

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Part 1: Introduction

1. Product Disclosure Statement

This Product Disclosure Statement (PDS) for Accounts & Access Facilities Contains 2 Parts:

- Part A: Products and Services – General Terms and Conditions and
- Part B: Schedule of Fees, Charges and Member Rewards.

You should read all the above documents before deciding to open Accounts & Access Facilities.

This PDS was prepared on 31st October 2014

This PDS takes effect on 1st March 2015

The PDS for Products and Services - General Terms and Conditions is issued by: Central Murray Credit Union Limited (CMCU) ABN 69 087 651 812.

2. Important Information about this Product Disclosure Statement

This Product Disclosure Statement (PDS) is an important document that:

- Contains information about the Accounts & Access Facilities; and
- Constitutes the terms and conditions of use of the Accounts & Access Facilities.

This PDS helps you to:

- Decide whether the Accounts & Access Facilities in the document will meet your needs;
- Compare these products with other financial products you may be considering.

This PDS should be read before making a decision to open the Accounts & Access Facilities. Please note that by opening an account or using an access facility you become bound by these Conditions of Use. You should retain this PDS for future reference, as the information provided will also apply to any new accounts or access facilities opened by yourself.

3. Money Laundering and Terrorist Financing

CMCU is subject to Anti-Money Laundering/Counter Terrorism financing (AML/CTF) laws both within Australia and also any foreign country. These laws may affect the ability of CMCU to provide services to its Members.

In complying with these laws:

- We may be required to disclose AML/CTF information by law;
- We may be required to release information regarding internet banking transactions to overseas regulators;
- We may be prohibited from effecting some internet banking to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian Law);
- Your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that making a payment may be in breach of the law;
- You agree that we will incur no liability to you if we do delay, block or freeze any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law;
- We may need to collect additional information from you in order for it to comply with AML/CTF laws; and
- We may suffer loss from you entering into transactions that would breach AML/CTF laws or acting on someone else's behalf (unless they are a trustee) in breach of the AML/CTF laws, we may seek a member warranty and indemnity based on the warranty.

4. Customer Owned Banking Code of Practice

Who is entitled to protection under the Customer Owned Banking Code of Practice?

The Customer Owned Code of Practice (the Code) covers all members of CMCU.

The Code covers the following products and services:

- Deposit accounts
- Personal loans
- Housing loans
- Visa Debit cards
- Cheques
- Non cash payment products

Our 10 Key Promises to You

1. We will be fair and ethical in our dealings with you
2. We will focus on our members
3. We will give you clear information about our products and services
4. We will be responsible lenders
5. We will deliver high customer service and standards
6. We will deal fairly with any complaints.
7. We will recognise member rights as owners.
8. We will comply with our legal and industry obligations
9. We will recognise our impact on the wider community
10. We will support and promote this Code of Practice

You can download a copy of the Code from our website.

If you have a complaint about our compliance with the Code you can contact:

Code Compliance Committee Mutuals

PO Box 14240

Melbourne Vic 8001

Phone: 1300 780 808

Fax: 03 9613 7481

info@codecompliance.org.au

www.ccmutuals.org.au/resolving-complaints/how-the-ccc-can-help/

The Code Compliance Committee Mutuals (CCC) is an independent committee, established in accordance with the Code, to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation we

recommend you contact us first. You can contact our external dispute resolution provider, the Financial Ombudsman Service, directly. However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

You can contact the Financial Ombudsman Service by calling 1300 780 808 or by visiting <http://www.fos.org.au>

5. Financial Difficulty

CMCU will work with members in a constructive way if they are experiencing genuine difficulties in meeting their financial commitments. With members' agreement and commitment, CMCU will try to assist members overcome those difficulties. CMCU will do this whether or not you have a right to seek a hardship variation or change under the Consumer Credit Laws.

You should always contact CMCU promptly if you are ever in financial difficulty, especially if you are repaying a loan or have an overdraft account with CMCU. Even if you are only experiencing temporary difficulties, CMCU will work with you to overcome these.

6. Dispute Resolution

CMCU has a formal process for the handling of complaints.

If you have a problem with any product, service or actions of CMCU please let us know. CMCU will work quickly to rectify the problem or explore the suggestion. If you have a problem or concern there are three ways you can let us know:

By Telephone

Please phone (03) 5744 3713. A Member Services Officer will take down your information and have your problem looked into. We will give you an answer immediately or we will advise you of what action will be taken.

In person

In most cases our staff can fix the problem "on the spot". Again, if we cannot give you an answer immediately, we will advise you of what action will be taken.

In Writing

If your concern remains, or if you wish to put your concern in writing, you can write to the Compliance Manager at 58 Belmore Street, Yarrowonga Vic 3730. You will need to

include as much information as you can and attach copies of all relevant information.

What we will do

In all cases written complaints receive prompt attention by the Compliance Manager and you will be advised in writing of the outcome.

What is a Complaint?

A “complaint” is defined as any expression of dissatisfaction made to CMCU relating to its products, services or to its complaint handling process, where a response or resolution is implicitly or explicitly expected.

What is a dispute?

A “dispute” is defined as a complaint that CMCU has not been able to resolve to the members’ satisfaction. If we cannot respond to your complaint within 5 days, or if you are not satisfied with the response you receive, the complaint will be dealt with by our Compliance Manager under our Internal Dispute Resolution System.

We will notify you of the outcome

We will endeavour to resolve any dispute within one month. We will contact you immediately should we require more information or additional time in which to fully investigate the circumstances of the dispute. You will be notified in writing of the outcome of the dispute.

If you are dissatisfied with the outcome

If you are dissatisfied with the outcome of a complaint or dispute, call or write to CMCU and we will review our process. Should the problem be beyond resolution by CMCU, you have recourse at all times to an external body. We are a member of the Financial Ombudsman Service (FOS). If you are not happy with our resolution of your complaint under our internal dispute resolution procedures you are entitled to have your dispute considered free of charge to you by FOS.

FOS contact details are:

GPO Box 3A Melbourne Vic 3001

Toll Free Call 1300 78 08 08

Fax 03 9613 6399

Website www.fos.org.au

Email info@fos.org.au

7. Privacy

At CMCU we will treat your personal information with care. We will collect personal information about you to provide you with membership benefits, financial services and products or information about those benefits, services and products. However we will not use or disclose your information except for a purpose you would reasonably expect, a purpose required or authorised by law, or a purpose otherwise disclosed to or authorised by you.

CMCU has adopted and abides by the Privacy Act 1988, the Australian Privacy Principles and the Customer Owned Banking Code of Practice. Your personal information will be handled strictly in accordance with our Privacy Policy, which is available from our offices, website or on request. You may request access to the information we hold about you.

Part 2: How to Become a Member and Account Operations

1. Benefits of Membership

CMCU is a mutual financial organisation, owned and controlled by YOU the member. Any profits made by CMCU are returned to members via supporting local community groups with sponsorship, member rewards and competitive interest rates. Some more benefits of membership are:

- Common interest rather than profit motive
- One member, one vote, to control policy and direction
- The Board of Directors is elected by members, from within CMCU's membership base
- Operated under strict prudential standards and supervision to protect Members' interests and CMCU's financial integrity and efficiency.

2. Account Operations

Your membership of CMCU gives you transaction accounts, savings accounts and term deposit accounts as well as facilities for accessing these accounts, including:

- rediCARD;
- Visa Card;

- Member chequing;
- BPAY®;
- Internet banking;
- Phone banking;
- EFTPOS and ATM access;
- Direct debit requests;

3. How Do I Open a Membership?

You must complete a membership application and subscribe for a member share to become a Member of CMCU.

4. Cessation of Membership

To apply for resignation from CMCU, a written application must be made requesting closure of all accounts and refund of the share.

CMCU may terminate a membership in accordance with our Constitution and may close an account immediately without notice (and without providing reasons) or refuse to process any transactions if:

- You breach any of these terms and conditions;
- We suspect any fraudulent activity or breach of the law; or
- We cannot verify your identity.

In this event we will notify you in writing at the address shown on our records and we will forward a cheque for the net credit balance of the account.

Also see Section 12 Part 3 'Operating an Account'.

5. Your Shares

To become a Member, you will need to pay for 1 share (non-interest earning). Your share entitles you to the full range of products and services CMCU offers and also entitles you to vote at general meetings. Your share is refunded if you resign from CMCU.

6. Supersaver Shareholder

The Supersaver shareholder is one that is under 18 years of age. Shareholders in this category do not have full membership and are not entitled to voting rights. Once a Supersaver shareholder has turned 18 years of age, CMCU will:

- write to the member and advise that the shareholding is being transferred to a Full Membership and that the balance of the subscription price must be paid;

- Advise the member who are signatory/s on the membership and associated accounts;
- Advise the member that they have the right to remove any or all signatories on their membership and account once appropriate identification has been provided (see Section 8 Part 2 'How to become a Member and Account Operations' for identification requirements).

7. Names

The law does not allow you to open a membership in a false name. However, if you are commonly known by more than one name, you can open a membership in any of those names, but you must give CMCU all the other names that you use.

The same rules apply to becoming a signatory to an existing account.

If you change your name, for example upon marriage, you will need to notify CMCU. CMCU will give you guidance on the procedure to change the name of your membership.

8. Identification

If you are a new Member, to comply with Government legislation, CMCU will need to be sure of your identity. The following identification is required

Over 18

Requires either a Photo Id or Non-Photo ID

Photo ID

- Driver's Licence with current address
- Passport – current or expired within the last 2 years; or
- Current proof of age card

Non Photo Id

One of the following:

- Birth Certificate
- Pension/Medicare card
- Certificate of Title

And one of the following:

- Rates Notice/Utility Bill
- Other financial institution/Super fund statement
- Government Body Documentation

Children under 18: School Age

One of the following:

- Birth certificate

- Proof of Age Card

And one of the following with parents address:

- Letter issued by school principal within the last three months
- Medicare Card
- Family allowance notification

Children under 18: Non-School Age

One of the following:

- Birth certificate

And one of the following with parents address:

- Medicare Card
- Baby bonus letter
- Family allowance notification

Businesses, Clubs and Associations

As well as the verification of account signatories, CMCU requires the following for non-personal memberships:

Clubs and Associations

- Copy of minutes or letter authorising the opening of the membership and the signatories.
- Certificate of Incorporation or application thereof, if incorporated body.
- Copy of Constitution or Rules of the Association.

Company

- Certificate of Incorporation, or application thereof, displaying Australian Company Number.
- Copy of Minutes authorising opening of the membership and the signatories.
- Copy of Memorandum of Common Provisions and Articles of Association or Company Constitution

Partnership

- Certificate of Registration of Business Name

Trust

- Certificate of Incorporation, or application thereof, displaying Australian Company Number.
- Copy of Minutes authorising opening of the membership and the signatories.
- Copy of Memorandum of Common Provisions and Articles of Association or Company Constitution
- Copy of Trust Deed

9. Tax File Number

As required by taxation legislation, a member who chooses not to quote their tax file number (TFN) or details of exemption in connection with a CMCU account will have Withholding Tax deducted from interest payments at the highest marginal rate plus Medicare levy if:

- The account earns interest at a rate of more than \$120 per year. (e.g. more than \$30 on a 3 month term deposit); or
- The account is in the name of a child under 16 and earns interest at a rate of more than \$420 per year (e.g. more than \$105 on a 3 month term deposit).

Any Withholding Tax deducted is forwarded to the Australian Taxation Office and will be available as a tax credit when an income tax return for the member concerned is filed for the financial year in which the tax has been deducted.

10. Change of Address

If you change your address, please let CMCU know in writing to ensure that your statements and any other mail reaches you.

11. Dormant Accounts

If you do not operate your membership/account for two years, it will become dormant.

Before this happens, CMCU will write to you inviting you to re-activate your membership. When a membership is made dormant, all accounts are closed and the funds are transferred to a holding account. Once the membership is dormant, we may:

- Charge a dormant account fee;
- Stop paying interest;
- Stop sending account statements.

Please refer to our Schedule of Fees, Charges and Member Rewards for further details.

You can claim your money at any time, but will need to be re-identified (see Section 8 of Part 2 'How to become a Member and Account Operations' for identification requirements) to be able to reactivate or close the Membership.

If you receive a letter advising that your membership will become dormant, please advise if you wish to keep your membership open and we will advise the steps to take. If your account remains dormant for 3 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities & Investment Commission (ASIC) as unclaimed monies.

Part 3: Operating an Account

1. Account Signatories

When the account is opened, you must notify CMCU of all persons who will be signing on the account. All of these signatories must be identified. (See Section 8 for Part 2 'How to Become a Member and Account Operations' for identification requirements.)

All signatories can operate fully on nominated accounts under a membership. Loan signatories will require additional paperwork.

You will be responsible for all liability that is incurred as a result of action by any authorised signatory on the account. Any signatory alterations must be in writing.

2. Joint Accounts

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

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

You can operate a joint account on an 'all to sign' or 'Number to sign' or 'either/or to sign' basis:

- 'all to sign' means all joint holders must authorise withdrawal transaction and account changes
- 'Number to sign' means a nominated number of joint holders must authorise withdrawal transaction and account changes
- 'either/or to sign' means any one joint holder can transact on the account

All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis.

However, any one joint account holder can cancel this arrangement, making it 'all to sign' or 'Number to sign'. For accounts that are 'all to sign' or 'No. to sign' some payment instructions are affected. For example, access cards cannot be issued on accounts that require more than one signatory to make a withdrawal. Also transactions cannot be conducted using Phone Banking; however balance and transactional enquiries can be conducted. Internet/Mobile Banking can be used, but signatories to the account must have Internet Banking Access (see Section 16 of Part 5 EFT Access Facilities and ePayments Conditions of Use for Terms and Conditions). Note: the right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next of kin if there is no will. If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.

3. Third Party Access

You can authorise us at any time to allow another person to operate on your accounts to do the following:

- Carry out withdrawals on the account, for any purpose, including signing cheques;
- Make enquiries about account balances and transactions on the account, including any debt balances or available credit on a transactional account.

However, we will need to verify the identity of the person before they can access your account see Section 8 of Part 2 'How to Become a Member and Account Operations'.

An authorised person operates on all accounts you have nominated them to have access to. You are responsible for all transactions your authorised person carries out on your account. You should ensure that the person you authorise to operate on your account is a person you fully trust.

You may revoke the authorised person's authority at any time by giving us written notice; however the account owner will remain responsible for all transactions conducted by the third party prior to revocation of the

authority. You must also surrender all access facilities held by the third party.

4. Making Deposits to the Account

You can make deposits to an account:

- by cash or cheque at any of our branches;
- by Direct Credit e.g. wages
- by transfer from another account with us;
- by transfer from another financial institution;
- by encoded Deposit Books – to be used at NAB branches

Note that electronic deposits may not be processed on the same day. Please refer to Section 5.5 of Part 4 'Terms and Conditions for Access methods, Deposit accounts, Fixed Term Deposits and Payment Facilities'.

5. Withdrawals

If your account has a rediCARD or Visa Debit Card attached, withdrawals can be made via an Automatic Teller Machine (ATM) or by using Electronic Funds Transfer Point of Sale (EFTPOS) terminals. (See the Part 5 'EFT Access Facilities & ePayments Conditions of Use').

If the account has a member chequing facility attached, withdrawals can be made by cheque or by cashing a cheque in a branch. When a cheque is presented by a third party for encashment, identification of the third party is required and the cheque must state "cash" on it. Withdrawals can also be made by corporate cheque or cash from any branch.

6. Transaction Fees to which Member Rewards Apply

A fee which is subject to a rebate applies to any of the following transactions on a membership:

- ATM withdrawals (excluding direct charge by ATM owner)
- Member cheque presentment
- Direct debits
- BPAY®
- External credit transfer
- Business cheque deposit
- Staff assisted transfers and withdrawals

These charges will be rebated to a maximum monthly amount dependant on the level of member support calculated for that membership (Member Reward).

The level of membership support is calculated on the average balances for the month using the total sum of all accounts on deposit and borrowed.

For details of applicable fee amounts and maximum rewards refer to the Schedule of Fees, Charges and Member Rewards.

Chargeable transactions on joint accounts will be included with those of the first-named account-holder for the purposes of calculating total fees subject to Member Reward.

The value of Member support represented by joint accounts will be included with that of the first-named account-holder for the purposes of calculating Member Reward.

The total fee applicable will be debited on the last day of the month.

7. Declined Transaction Fee

A fee applies when an ATM or EFTPOS transaction cannot be completed due to conditions which are in the control of the user, such as:

- Expired card being used;
- Insufficient funds;
- Incorrect PIN or PIN tries exceeded;
- Exceeds daily withdrawal limit;
- Transaction not permitted.

The fee applies to all member initiated declined transactions at ATM or EFTPOS terminals. Transactions declined through no fault of the member will not attract a charge.

The fee will be debited on the last day of the month.

The details of the fee are published in the Schedule of Fees, Charges and Member Rewards.

8. Right to Set Off Against Shares and Deposits

If you have more than one account (including loan or credit facility) with us, we may set off the credit balance of any of your deposit accounts against any debt owing by you to us from time to time. This means that we can

transfer money from one account to another if one transaction/savings account is overdrawn without prior authorisation or a loan or a credit facility repayment has not been made. We will inform you if we have exercised this right to set off.

In instances where CMCU is bound by a specific code, there may be limits on the extent to which funds from your various accounts may be transferred.

Any penalties applicable to early withdrawal from those accounts shall apply in such instances.

9. Overdrawing an Account – Unauthorised Overdrafts

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and EFT transactions or any other withdrawals by any means. If you do not, we can dishonour the transaction and charge dishonour fees (see the Schedule of Fees, Charges and Member Rewards Brochure).

Alternatively, we can honour the transaction and overdraw your account. We will charge you, an overdrawn account fee (see Schedule of Fees, Charges and Member Rewards).

Any unauthorised overdrawing of your account will be considered as an application for credit. Unless the debt is immediately repaid you shall be liable to CMCU for its reasonable costs in recovering the debt including any fees and charges as set out in the Schedule of Fees, Charges and Member Rewards brochure arising out of, or in any way connected with, the collection or enforcement of the debt. You are in default by allowing your account to become overdrawn or to exceed any agreed overdraft limit. CMCU will be entitled to debit your account for the amount of interest calculated on the unauthorised overdraft facility until your default is remedied.

10. Account Statements

Statements will normally be sent to you at least every six months or annually if there are no transactions. Statements are not sent for dormant/inactive accounts. If you have a Visa Debit Card, rediCARD or Member Chequing facility, a statement will be issued each month. Only the first named owner of a joint account will receive a statement of that account, unless requested differently.

A fee applies for all other statement requests; please see the Schedule of Fees, Charges and Member Rewards for further details.

We can also provide your statements electronically.

Please ask about this facility.

When we activate your internet banking facility we will automatically change the delivery of your statements to electronic. You can request to revert back to paper based statements at any time.

Please check your statement to make sure that all details are correct and all withdrawals have been authorised by yourself or a signatory on the account.

11. Changes to Fees and Charges, Interest Rates and this PDS

Type of Variation	Notice we must give you	Manner of giving notice
To increase any fee or charge or to add new fee or charge	30 days notice before the increase takes effect	Individual notice or notice in a newsletter or circular sent to you
To vary The method by which interest is calculated: and/or The frequency with which interest is credited or debited	30 days notice before the change takes effect	Individual notice or notice in a newsletter or circular sent to you
To increase your liability for losses in relation to an access facility	20 days notice before the change takes effect	Individual notice or notice in a newsletter or circular sent to you

To impose, remove or adjust daily or periodic limits in relation to EFT transactions	20 days notice before the change takes effect	Individual notice or notice in a newsletter or circular sent to you.
To vary any other term or condition that may have an adverse effect on you	<p>Notice the day before the variation takes effect,</p> <p>ALTERNATIVELY</p> <p>Public notice no later than the day the variation takes effect, AND</p> <p>Individual notice as soon as possible within 3 months after the variation takes effect</p>	<p>Individual notice or notice in a newsletter or circular sent to you; or</p> <p>Advertisement in the national or local media; and individual notice or notice in a newsletter or circular sent to you.</p>
To vary any other term or condition that will not adversely affect your interest	<p>Notice the day before the variation takes effect,</p> <p>ALTERNATIVELY</p> <p>Public notice no later than the day the variation takes effect, AND</p> <p>Individual notice as soon as possible within 12 months after the variation takes</p>	<p>Individual notice or notice in a newsletter or circular sent to you; or</p> <p>Advertisement in the national or local media; and individual notice or notice in a newsletter or circular sent to you.</p>

12. Closing Accounts and Cancelling Access Facilities

You can close any or all of your accounts at any time. CMCU will, upon your request, close an account that is in credit. The credit balance plus interest accrued, if any, less account fees applicable to the closing date, will be paid to you.

If the account is holding uncleared funds the account may not be closed until the funds have cleared. If the account is in debit, the outstanding balance plus any fees and interest accrued must be paid to CMCU before closure.

An account with cheque access may only be closed once all outstanding cheques have been presented and any unused cheques have been returned to CMCU for destruction.

An account with card access may only be closed once all outstanding card transactions have been processed and all cards linked to the account have been returned to CMCU for destruction.

You should ensure that any direct debit or direct credit providers have been notified of the closure, which CMCU can do on your behalf.

13. Cheque Deposits

Funds from cheques deposited to members' accounts will not be available until the expiry of a clearance time dependent upon the drawer of the cheque. Clearance times are as follows:

Type of Cheque	Clearance Period	Extensions
Over the counter	3 business days	Yes – where public holidays and weekends fall during the clearance period
Deposited via the National Australia Bank	4 business days	Yes – where public holidays and weekends fall during the clearance period
Foreign Currency	Funds available after clearance from CMCU's clearing bank (usually 30 days)	

Cheques will be credited to the account of the payee shown on the cheque, unless endorsed to be paid into another account by the payee (subject to the requirements of the Cheques Payments and Order Act).

A request for "Special Clearance" on a cheque may be made at the time of deposit for a fee (current fee available on request). Funds will be available upon confirmation by the drawer's bank that the cheque has been cleared (usually 1-2 days).

Dishonoured Cheque Deposits

Cheques banked into a member's account can be dishonoured in certain circumstances, such as where:

- The cheque banked is stale, i.e. older than 15 months; or
- The cheque banked is post-dated or is unsigned; or
- A stop payment has been placed on the cheque by the drawer; or
- The drawer has insufficient funds to cover the amount of the cheque.

A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by CMCU. Please refer to the Schedule of Fees, Charges and Member Rewards for further details.

14. Cheque Books

Cheque Books are available in 25, 50, 100 & 200 sizes. Fees are applicable to the supply of a cheque book and for each cheque presented. Please see the Schedule of Fees, Charges and Member Rewards for further information. If your cheque book is lost or stolen you must advise CMCU as soon as possible in writing. Stop payments will be placed on the remaining cheques.

Dishonoured Cheques

A cheque will be dishonoured if:

- There are insufficient funds available in the account at the time the cheque is presented.
- It has been completed incorrectly.
- There are alternations that are not initialled.
- It is not signed by an authorised signature,
- It is dated in the future.

Fees are applicable for any cheque dishonoured by CMCU. Please see the Schedule of Fees, Charges and Member Rewards.

What do I do to reduce the risk of forgery?

When writing a cheque:

- Avoid leaving gaps between words or figures;
- Start writing the amount in words as close as possible to the words "The sum of" that are printed on the cheque;
- Start writing the amount in figures as close as possible to the dollar sign (\$) that is printed on the cheque;
- Never write in pencil or erasable ink;
- Never sign a cheque before it is used or filled in;
- Always write the amount of the cheques in words as well as figures, as words are more difficult to alter;
- Always draw a line after you have written the person's name and the amount of the cheque.

Doing this will prevent anything from being added to the cheque once you have finished filling it in.

Crossing a Cheque "Not Negotiable" or "Account Payee Only"

If you cross a cheque, it is a direction to CMCU to pay the cheque into an account at a financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a financial institution for payment.

Crossing a cheque means drawing 2 lines clearly across the face of the cheque.

When you cross a cheque or add the words "not negotiable" between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances that it should inquire if its customer has good title to the cheque.

When you add the words "account payee only" between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

Deleting “Or Bearer” on the Cheque

Your pre-printed cheque forms have the words “or bearer” after the space where you write the name of the person to whom you are paying the cheque. The cheque is a “bearer” cheque. If you cross out the words “or bearer” and do not add the words “or order”, the cheque is still a bearer cheque.

You can give yourself more protection against theft or fraud by crossing out the words “or bearer” and adding the words “or order”.

How do I put a stop payment on a Cheque?

You can stop payment on a cheque by completing a “Stop Payment Request Form”. You must, of course, do this before CMCU has paid the cheque.

15. Credit Union Corporate Cheque

A corporate cheque is a cheque that is drawn by CMCU rather than on a member’s own account. By law, corporate cheques are treated the same way as ordinary cheques. This means that, in some circumstances a corporate cheque may be subject to a stop payment or may not be paid.

How do I Stop a Corporate Cheque?

If you lose a corporate cheque or it is stolen, you can ask CMCU to stop payment on the corporate cheque. You have to give CMCU an indemnity - the indemnity protects CMCU if someone else claims that CMCU wrongfully stopped the cheque.

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

A fee applies to the issuing and stop payment of corporate cheque. Please refer to the Schedule of Fees, Charges and Member Rewards

16. Payroll Deduction

Payroll Deduction means a payment which is debited from a member’s payroll by their employer and forwarded to CMCU on their behalf.

Payroll Deductions can be allocated between accounts provided that the allocation is requested in writing and received prior to the posting of the credit.

Where insufficient funds are received to cover a nominated allocation, funds will be credited in the order nominated until exhausted. Where funds credited are greater than the nominated allocation, excess funds will be credited to the last nominated account.

17. Phone, Internet and Mobile Banking

By using Internet or Phone Banking members are able to control their finances from the comfort of their home or business any time, 24 hours a day, and 7 days a week.

You will need a personal computer or mobile device with internet access for Internet Banking and mobile banking, and for Phone Banking you will need a Touch Tone telephone.

Internet Banking

Internet banking allows you to view transaction details on all your accounts, print statements; move money between your own accounts, transfer funds to other CMCU accounts; transfer funds to other financial institutions; pay your bills using BPAY®; obtain details of interest earned on your accounts and change your access code.

For additional security a **Security Token** (which includes token app) is provided by CMCU for use in conjunction with your login and password. Security tokens produce a different one-time password each time you login into internet banking.

Mobile Banking

Mobile banking allows members to view transaction details on all your accounts, move money between your own accounts, transfer funds to other CMCU accounts; transfer funds to other financial institutions and pay your bills using BPAY®.

For additional security a **Security Token** (which includes token app) is provided by CMCU for use in conjunction with your login and password. Security tokens produce a different one-time password each time you login into internet banking.

Phone Banking

Phone Banking allows members to check balances of your savings and loans accounts; check recent transactions on your account; pay your bills using BPAY®; transfer funds between your own accounts and change your access code.

18. BPAY®

BPAY® allows you to pay bills bearing the BPAY® logo, at any CMCU branch or via Phone, Internet and Mobile Banking.

Part 4: Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities

1. Summary of accounts & available access facilities

Account	Minimum opening deposit	Minimum balance to be held	Withdraw funds at call	When interest credited	Cheque Book See note 1	EFTPOS & ATM access See note 1	Internet & Phone banking See note 1	Direct Entry (inward/outward) See note 6	Direct credit	BPAY®	Periodical payments
Savings Account	Nil	Nil	Yes	30-Jun	No	No	Yes	Yes	Yes	Yes	Yes
Budget Account	Nil	Nil	Yes	30-Jun	No	No	Yes	Yes	Yes	Yes	Yes
Christmas Club	Nil	Nil	Yes	30-Nov	No	No	Yes	No/Yes	Yes	No	No
Super Saver	Nil	Nil	See note 2	30-Jun	No	No	See note 2	No/Yes	Yes	See note 2	Yes
Premium Business	\$5,000.00	\$5,000.00	Yes	Quarterly	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Everyday Access	Nil	Nil	Yes	30-Jun	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mortgage Offset	Nil	Nil	Yes	See note 3	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Business Account	Nil	Nil	Yes	30-Jun	Yes	Yes	Yes	Yes	Yes	Yes	Yes
GST Account	Nil	Nil	Yes	30-Jun	No	No	Yes	Yes	Yes	Yes	Yes
Notice of Withdrawal	Nil	Nil	No	30-Jun	No	No	Enquiry only	No/Yes	Yes	No	No
Pensioner Deeming	Nil	Nil	See note 4	Monthly	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Fixed Term	\$500.00	\$500.00	No	Maturity	No	No	Enquiry only	No	No	No	No
Cheque a Month	\$5,000.00	\$5,000.00	See note 5	See note 4	No	No	Enquiry only	No	No	No	No

Notes:

- 1 The following age limits apply:
 - a) Cheque book – 18 years
 - b) rediCARD, internet banking and telephone banking – normally issued only to members aged 12 and over
 - c) Visa Debit Card - over 15 years see Part 5 Section 6 for Visa Card terms and conditions.
- 2 Christmas club account – funds are available from the 15th November through to 15th February. Access to this account is not encouraged prior to the 15th November each year; however funds can be accessed if required at any time.
- 3 100% of your credit balance of this account is offset against an eligible outstanding loan balance, reducing the interest payable on the loan. See Section 2 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities' for the terms and conditions of this account.
- 4 Notice of withdrawal account – funds are not available on call.
- 5 Funds required before maturity may require special application to us. We have discretion whether to allow repayment before maturity or not under certain circumstances. Please note that an interest penalty may apply. Please refer to Section 3 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities' for the terms and conditions of this account.
6. Outward direct entries are credits to your CMCU account from another financial institution, where the entry was initiated by CMCU. Inward direct entries are debits to your CMCU account which are initiated by a third party.

2. Savings and Investment Products

Our standard savings and investment products are described as follows:

At Call Savings Account (S1)

1. CMCU's saving account is an account designed to assist you in saving for a special purpose.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for personal use only.
4. Funds are available at call.
5. A tiered interest rate applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
6. Interest rate may be varied at any time. The interest rate is the rate referred to as S1 Savings Account on the Interest Rate Sheet, which is available in Branch or on our website.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Budget Savings Account (S4)

1. CMCU's Budget account is an account designed to assist you in budgeting.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for personal use only.
4. Funds are available at call.

5. A tiered interest rate applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
6. Interest rate may be varied at any time. The interest rate is the rate referred to as S4 Budget Account on the Interest Rate Sheet, which is available in Branch or on our website.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Christmas Club Account (S5)

1. This account allows you to save money for spending at Christmas.
2. The funds are available in the branch, via internet/mobile and phone access, between the dates of 15th November through to the 15th February.
3. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
4. It is available for personal use only.
5. A flat rate of interest applies, calculated on the daily balance and is credited to the account on the 30th November each year.
6. Interest rate may be varied at any time. The interest rate is the rate referred to as S5 Christmas Club Account on the Interest Rate Sheet, which is available in Branch or on our website.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Super Saver Account (S6)

1. A special purpose account available to members under 18 years of age. This account is designed to

encourage young children and teenagers to save money.

2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for personal use only.
4. Funds are available at call.
5. A flat rate of interest applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year.
6. Interest rate may be varied at any time. The interest rate is the rate referred to as S6 Supersaver Account on the Interest Rate Sheet, which is available in Branch or on our website.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Premium Business Account (S7)

1. The Premium Business account earns a higher rate of interest than the Business Account, but still provides easy access to your funds.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for business use only.
4. Funds are available at call.
5. An overdraft facility can be attached to this account.
6. A tiered interest rate applies, calculated on the daily balance and is credited to the account quarterly on March 31, June 30, September 30, December 31, or when the account is closed.
7. Interest rate may be varied at any time. The interest rate is the rate referred to as S7 Premium Business

Account on the Interest Rate Sheet, which is available in Branch or on our website.

8. Transaction and general fees may apply and you may also be charged for using a payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Everyday Access Account (S8)

1. CMCU's everyday access account is your main transaction account; funds are available 24 hours a day, seven days a week.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for personal use only.
4. Funds are available at call.
5. An overdraft facility can be attached to this account.
6. A tiered interest rate applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
7. Interest rate may be varied at any time. The interest rate is the rate referred to as S8 Everyday Access Account on the Interest Rate Sheet, which is available in Branch or on our website.
8. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Mortgage Offset Account (S10)

1. A Mortgage Offset Account is a transaction account that can be linked to your home /investment loan.
2. The credit balance of this account is offset daily against the outstanding loan balance, reducing the interest payable on that loan.

3. The account must be linked to an eligible home/ investment loan funded after the 1st July 2013. See in branch if your loan is eligible for this product.
4. Funds are available at call.
5. No minimum balance is to be held for the offset to apply
6. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Business Account (S11)

1. CMCU's Business Account is the main transactional account for businesses.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for Business use only.
4. Funds are available at call.
5. An overdraft facility can be attached to this account.
6. A tiered interest rate applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
7. Interest rate may be varied at any time. The interest rate is the rate referred to as S8 Everyday Access Account on the Interest Rate Sheet, which is available in Branch or on our website.
8. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and

Member Rewards which forms part of the PDS and which is available from our website or any branch.

GST (S12)

1. A special purpose account for business to set aside money for GST purposes.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for Business use only.
4. Funds are available at call.
5. A tiered interest rate applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
6. Interest rate may be varied at any time. The interest rate is the rate referred to as S8 Everyday Access Account on the Interest Rate Sheet, which is available in Branch or on our website.
7. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Notice of Withdrawal (S15)

1. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
2. It is available for personal use only.
3. Funds are available on request.
4. A tiered interest rate applies, calculated on the daily balance and is credited to the account on the 30th June each year or when the account is closed.

5. Interest rate may be varied at any time. The interest rate is the rate referred to as S15 Notice of Withdrawal Account on the Interest Rate Sheet, which is available in Branch or on our website.
6. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

Pensioner Deeming Account (S65 & S66)

1. CMCU's Pensioner Deeming Accounts are designed specifically for those members who receive a government pension and are aged over 65.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. It is available for personal use only.
4. Funds are available at call.
5. An overdraft facility can be attached to this account.
6. A tiered interest rate applies, any funds will earn the "deemed" rate of interest as set by the Federal Government.
7. Interest rate may be varied at any time. The interest rate is the rate referred to as S65 and S66 Pensioner Deeming Account on the Interest Rate Sheet, which is available in Branch or on our website.
8. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

3. Fixed Term Deposits

1. Term Deposits are designed for those members who wish to invest funds for a specified period.

2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. The interest rate is fixed at the time of the initial deposit and for the full term of the deposit.
4. Interest on the account is tiered (based on the invested period and amount) and calculated on the daily balance. Interest is paid at maturity or annually if term is greater than 12 months.
5. Investment deposits can be made by cheque, cash or transfer from another CMCU account.
6. Additions to the principle will not be accepted during the unexpired term, only on renewal.
7. Written notification of maturity will be given prior to maturity date. If you wish to make any alterations to your fixed term deposit on maturity, please advise CMCU before the maturity date.
8. Funds will be re-invested at maturity under the same terms and conditions as the previous deposit at the current rate of interest, unless other written instructions have been received.
9. Current Fixed Term Deposit interest rates are detailed on the Interest Rate Sheet which is available from your local branch or our website.
10. CMCU may approve a member's request for either a full or partial redemption of funds prior to maturity. Upon approval of redemption, an adjustment to the accrued interest will apply. The interest rate applicable to the principal amounts withdrawn will be adjusted based on the percentage of time since lodgement. See Schedule of Fees, Charges and Member Rewards for details.
11. If a redemption of partial funds is approved the rate for the remaining deposit will be adjusted to the appropriate rate for that amount applicable on the date of lodgement.
12. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are

contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

4. Cheque a Month Deposit

1. Term Deposits are designed for those members who wish to invest funds for a specified period.
2. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
3. The interest rate is fixed at the time of the initial deposit and for the full term of the deposit.
4. Interest on the account is tiered (based on the invested period and amount) and calculated on the daily balance. Interest is paid at monthly intervals.
5. Investment deposits can be made by cheque, cash or transfer from another CMCU account.
6. Additions to the principle will not be accepted during the unexpired term, only on renewal.
7. Written notification of maturity will be given prior to maturity date. If you wish to make any alterations to your fixed term deposit on maturity, please advise CMCU before the maturity date.
8. Funds will be re-invested at maturity under the same terms and conditions as the previous deposit at the current rate of interest, unless other written instructions have been received.
9. Current Fixed Term Deposit interest rates are detailed on the Interest Rate Sheet which is available from your local branch or our website.
10. CMCU may approve a member's request for either a full or partial redemption of funds prior to maturity. Upon approval of redemption, an adjustment to the accrued interest will apply. The interest rate applicable to the principal amounts withdrawn will be adjusted based on the percentage of time since lodgement, see Schedule of Fees, Charges and Member Rewards for details.
11. If a redemption of partial funds is approved the rate for the remaining deposit will be adjusted to the

appropriate rate for that amount applicable on the date of lodgement.

11. Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards which forms part of the PDS and which is available from our website or any branch.

5. Access Methods

5.1 Member Cheques

1. Member chequing allows you to make payments by cheque. CMCU will debit your account for the value of cheques you draw.
2. CMCU reserves the right to withdraw a member's chequing facility at any time if it is believed that the service is not being used in a satisfactory manner. A letter advising that the facility has been withdrawn will be forwarded to the member's last known address.
3. If you have insufficient funds in your nominated account CMCU may dishonour your cheque. However, CMCU have discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, interest and fees are applicable. Please refer to the Section 9 of Part 3 'Operating an Account'.
4. Summary of the accounts features and access facilities can be found in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.
5. Cheque books remain the property of CMCU and must be returned immediately if requested.
6. Any request to alter the signatories on a cheque facility must be received in writing and is subject to acceptance by CMCU.
7. Cancellation of a cheque book facility must be made by notifying CMCU at a branch.

8. Members are advised to safeguard their cheque book against possible loss, theft or misuse.
9. When a cheque or cheque book is lost or stolen or subject to unauthorised use, it must be reported immediately by notifying CMCU.
10. Failure by a member to immediately notify CMCU of the loss, theft or misuse of the cheque book may result in the member being wholly or partially liable for the loss incurred.
11. We may not give you access to member chequing if your banking history with CMCU is not satisfactory, or if you are under 18 years of age.
12. Transaction and book issuing fees may apply. Details of fees and charges are contained in the Schedule of Fees and Charges which forms part of the PDS and which is available from our website or any branch.

5.2 Periodical Payments

1. "Periodical Payments" are authorities from you to make a payment from your account of a specified identical amount at regular intervals to the same payee.
2. Please refer to Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities', for each account type that has this facility available.
3. CMCU will endeavour to effect such regular authorised payments, it accepts no responsibility to make the same, and accordingly CMCU shall not incur any liability through any refusal or omission to make all or any of the payments or by reason of late payment or by any omission to follow any such instructions.
4. All payments organised in branch must be authorised in writing by an authorised signatory.
5. You agree to pay CMCU its standard fee relating to these services as outlined in the Schedule of Fees, Charges and Member Rewards.
6. CMCU agrees to send authorised payments for you on the date specified provided the payment amount does not exceed the Available Balance.
7. In the event of there being insufficient funds in the account, CMCU will attempt to send the payment

each day for the next 5 working days until the payment is paid or rejected.

8. If the payment falls on a non-working day, the payment will be sent on the next working day.
9. CMCU reserves the right to cancel a periodical payment if it is not made on 5 separate occasions.
10. The Member can cancel an authority at any time. The cancellation must be in writing.

5.3 Direct Entry – Inwards (Direct Debit)

1. Direct Debits are authorities you can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller.
2. To cancel the Direct Debit, you can contact either the biller or us. If you contact us we will promptly stop the facility. We suggest that you also contact the biller.
3. Please refer to Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities', for each account type that has this facility available.
4. We will not process any particular payment where there are insufficient funds available in your specified account. A dishonour fee will be debited to your account in these instances. Please refer to the Schedule of Fees, Charges and Member Rewards for further information. We may, at our absolute discretion, determine the order of priority of payments by us of any monies pursuant to the direct debit request or any authority or mandate.
5. We accept no responsibility for the date the debt is drawn from your account, as this date is set by the payee company.
6. Any instruction received on a non-business day will be processed and payment made on the next following business day.
7. Any direct debit instruction received by us will be treated as a valid instruction even if not

authorised and the account will be debited accordingly.

8. We may, at our absolute discretion, at any time, by giving notice in writing to you, terminate any authority to direct debit.
9. We will accept no responsibility if the payment is not paid or is paid late.

PayPal

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

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

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

5.4 Direct Entry – Outwards (credits to your CMCU account)

1. This type of credit is where your account with another financial institution is debited and the funds credited to your account with us.
2. Please refer to Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities', for each account type that has this facility available.

3. Any request to cancel a direct debit authority must be received by CMCU in writing. The cancellation will not take effect until written notice is received.
4. To suspend, change the amount or date of payment, notice must be received the day before the direct debit is due. All requests must be in writing and will not take effect until notice is received.
5. A dishonour fee will apply if the payment is dishonoured for any reason by the financial institution where your account is held. Please refer to our Schedule of Fees, Charges and Member Rewards for further details.
6. Every endeavour will be made to ensure that the debit is processed to your account at your nominated financial institution on the date specified on your authority, or on the following business day if your nominated date falls on a non business day. We accept no responsibility if the debit is processed to your account on a date other than the one specified by us when processing your request.
7. Funds credited to your account received via direct debit will be subject to three (3) working days clearance.
8. Amendments cannot be made to the actual account number that is being debited. If the account details are to be changed, the current authority must be cancelled and new authorities must be signed advising of the new account details.

5.5 Direct Credits

1. Direct credits allow your account with us to automatically receive credits.
2. We will endeavour to process payments to accounts promptly upon receipt of lodgement files. All lodgement files received will be actioned on the date of receipt.
3. We reserve the right to not verify account names prior to crediting funds to receiving

accounts relying solely on the account number supplied in the lodgement file by the remitting institution.

4. To receive payments to your CMCU account from within Australia, you must supply CMCU's BSB 803188 and your member number or alternative reference number. You must sign a Payroll Split form if you wish to have any portion of your direct credit redirected to any other CMCU account. This allocation must be received prior to the posting of the credit.
5. Payments made to accounts in error may be recalled by the remitting institution. We do not accept liability for funds credited in error to accounts due to an incorrect account number being supplied by the remitter. However:
 - Where there are sufficient funds to cover the recalled amount, we will debit the account credited for the amount of the incorrect credit; or
 - Where there are insufficient funds to cover the recalled amount, you agree to incur and repay the debt up to the amount of the recalled payment and any associated fees incurred in retrieving these funds where the amount exceeds the balance of the account credited.
6. Payments received by us with invalid account details will be manually reviewed within one working day of receipt and either credited to the correct account, where the account can be identified, or returned to remitter.
7. We accept no responsibility for the date a credit is posted to your account, as this is the date set by the remitting institution.
8. Any instruction for direct credit received on a non-business day will be processed and payment credited on the next following business day.
9. We may reverse a direct credit if, for any reason whatsoever, we do not receive value for the direct credit.

10. You indemnify us from any loss incurred by us arising from the provision of a direct credit service.

Part 5: EFT Access Facilities and ePayments Conditions of Use

1. Information about our ePayment facilities

You should follow these guidelines to protect against unauthorised use of your access card and/or pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with these ePayments Conditions of Use and the ePayments code.

Important Information You Need to Know Before Using a Device to Make Electronic Payments

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep your access card and pass codes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY®, Phone Banking or Internet/Mobile Banking.
- If you change a pass code, do not select a pass code which represents your date of birth or a recognisable part of your name.
- Never write the pass code on the device
- Never write the pass code on anything which is kept with or near the device.
- Never lend the access card to anybody.
- Never tell or show the pass code to another person.
- Use care to prevent anyone seeing the pass code being entered on electronic equipment.
- Keep a record of the access card number and the access Card Hotline telephone number for your area with your usual list of emergency telephone numbers

- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access Phone Banking and Internet/Mobile Banking only using the OFFICIAL phone numbers, mobile applications and URL addresses.
- If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details.

If you fail to ensure the security of your device, electronic equipment and pass codes you may increase your liability for unauthorised transaction.

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

- rediCARD
- VISA Debit Card
- BPAY®
- Internet Banking (including Mobile Banking)
- Phone Banking

You can use any of these electronic access facilities to access an account, as listed in Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Accounts, Fixed Term Deposits and Payment Facilities'.

Fees and charges may apply in relation to electronic access facilities and transactions; see Schedule of Fees, Charges and Member Rewards.

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

2. Definitions

Access card means our VISA debit card and rediCARD

ATM means Automatic Teller Machine

Business day means a day that is not a Saturday, a Sunday or a public holiday

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

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

Device means a device we give to a user that is used to perform a transaction. Examples include:

- ATM card
- Debit card
- Token issued by a subscriber that generates a pass code

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

Electronic Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a Access Card and pass code to conduct a transaction and includes, but is not limited to, an ATM or EFTPOS

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

EFTPOS means Electronic Funds Transfer at the Point Of Sale – a network for facilitating transactions at point of sale

Facility means an arrangement through which you can perform transactions

Identifier means information that a user:

- i. Knows but is not required to keep secret; and
- ii. Must provide to perform a transaction

An example would be a member or account number

Internet Banking means banking via the internet or mobile banking via an application downloaded via iTunes or Android app store.

Manual signature means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet

Merchant means the retailer or any other provider of goods or services

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

- i. Personal identification number (PIN)
- ii. Internet banking password (including mobile banking)
- iii. Telephone banking password
- iv. Code generated by a security token.

A pass code does not include a number printed on a device (e.g. a security number printed on a debit card)

Regular payment arrangement means either a recurring or an installment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

Transaction means a transaction to which these ePayments Conditions of Use apply

Unauthorised transaction means a transaction that is not authorised by a user

User means you or an individual you have authorised to perform transactions on your account, including:

- i. A third party signatory to your account
- ii. A person you authorise us to issue an additional card to

You means the person or persons in whose name this Account and Access Facility is held

We, Us or Our refers to Central Murray Credit Union

3. Transactions

- 3.1. These ePayment Conditions of Use apply to the following transactions:
- a) Electronic transactions
 - b) Telephone banking and bill payment transactions
 - c) Internet banking transactions, including external credits
 - d) Online transactions performed using a card number and expiry date
 - e) Online bill payments (including BPAY®)
 - f) Direct debits
 - g) Transactions using electronic equipment
- 3.2 You agree that the access card will not be used to:
- a) Over draw your account; or
 - b) Exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- If clause 3.2 is breached CMCU may dishonour any payment instruction given see Part 3 Section 9 for further details.
- 3.3 CMCU may at any time limit the amount of a transaction if this is required for security or credit risk purposes, see Section 25 for transaction limits that apply.
- 3.4 You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

4. Authorisations

You acknowledge and agree that:

- a) CMCU have the right to deny authorisation for any transaction where this is required for security or credit risk purposes; and
- b) CMCU 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.

5. rediCARD

rediCARD allows you to access your account at any ATM or EFTPOS terminal in Australia. We will provide you with a pass code to use with your rediCARD. rediCARD allows you to:

- Withdraw cash from your account;
- Pay for goods and services;
- Check your balances on a rediATM 24 hours, 7 days a week.

We may choose to decline your application for a rediCARD or cancel your existing rediCARD in the following circumstances:

- Your banking history with CMCU is not satisfactory; or
- You are under twelve (12) years of age and do not have parental approval.

6. Visa Debit Card

VISA Debit Card allows you to pay for goods and services at any retailer displaying the VISA Card logo, anywhere in the world. A merchant surcharge may apply. You can also withdraw cash from your account at any ATM displaying the VISA Card logo. We will provide you with a pass code to use with your VISA Debit Card. VISA Debit Card also allows you to:

- Check your balances on a rediATM 24 hours, 7 days a week.
- Withdraw cash from your account
- Purchase goods and services

We may choose to decline your application for a Visa Debit Card or cancel your existing Visa Debit Card if:

- Your banking history with CMCU is not satisfactory; or
- You are under 18 years of age, and do not have parental approval

- 6.1 You can conduct transactions up to \$35.00 without entering your pass code or signing as long as these transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the transaction if you request.

Important Information about Chargebacks for VISA Debit Card

If a VISA Debit Card transaction was:

- Unauthorised;
- For goods or services and the merchant did not deliver them; or
- For goods and services which did not match the description provided by the merchant.

then you may be entitled to reverse (chargeback) the transaction.

Please note we are not able to reverse (chargeback) direct debit transactions set up using your default deposit account number and branch number (BSB).

To avoid losing any rights you may have for transactions other than unauthorised transactions you should:

- a) Tell us within 30 days after the date of the statement which shows the transaction; and
- b) Provide us with any information we ask for to support your request.

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

Please contact CMCU for more information about your chargeback rights.

7. Pass code security requirements

- 7.1 The security of your device and pass code is very important because they give unrestricted access to your account. You must take every effort to protect the device and pass code from theft, loss or unauthorised use, to help prevent fraudulent or unauthorised use of the device.

- 7.2 A user must not:

- a) Voluntarily disclose or show the PIN, Secret code or password to another person, including a family member or friend
- b) Where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:
 - i. Carried with a device
 - ii. Liable to loss or theft simultaneously with a device

Unless the user makes a reasonable attempt to protect the security of the pass code.

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

7.3 For the purposes above, a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:

- a) Hiding or disguising the pass code record among other records;
- b) Hiding or disguising the pass code record in a place where a pass code record would not be expected to be found;
- c) Keeping a record of the pass code record in a securely locked container; or
- d) Preventing unauthorised access to an electronically stored record of the pass code record.

This list is not exhaustive

7.4 You must take care to prevent another person, including your family and friends, from seeing you enter your pass code. You must not act with extreme carelessness in failing to protect the security of all pass codes where extreme

carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Note: an example of extreme carelessness would be storing a user name/member no and pass code for internet banking in a diary or mobile device or computer that is not password protected under the heading internet banking.

The following are not reasonable attempts to disguise your pass code:

- The pass code recorded in reverse order
- The pass code recorded as a telephone number or word where there are no other telephone numbers or words recorded.
- The pass code recorded as a four digit number, prefixed by an area code.
- The pass code hidden in a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the pass code.
- The pass code is disguised as a date or an amount.

7.5 You must not select a pass code that represents your birthdate or a recognisable part of your name. If you do choose an obvious pass code, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the pass code before you notify us that the pass code has been misused or has become known to someone else.

7.6 ALWAYS REJECT any request to provide or confirm details of your pass code. We will never ask you to provide us with these details.

8. Using the access card

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

8.2 CMCU will advise you from time to time:

- a) What transactions may be performed using your access card;

- b) What ATMs of other financial institutions may be used; and
 - c) What the daily cash withdrawal limits are.
- 8.3 You may only use your access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your access card to access.
- 8.4 To avoid losing any rights you may have for transactions other than unauthorised transactions you should:
 - 1. Tell CMCU within 30 days after the date of the statement which shows the transaction; and
 - 2. Provide CMCU with any information we ask for to support your request.
- 8.5 Transaction will not necessarily be processed to your account on the same day.

9. Using VISA Debit Card outside Australia

- 9.1 All transactions made overseas on a VISA Debit Card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate select by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- 9.2 All transactions made overseas on the VISA Debit Card are subject to a conversion fee payable to CUSCAL, the principle member of VISA Worldwide under which we provide you with the VISA Debit Card. Please refer to the Schedule of Fees, Charges and Member rewards for the current conversion fee.
- 9.3 Some overseas merchants and ATMs charge a surcharge for making a transaction on your VISA Debit Card. 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.
- 9.4 All transactions made overseas using an ATM are subject to a fee. Please refer to the Schedule of

Fees, Charges and Member rewards for more information.

- 9.5 Some overseas Merchants and Electronic Terminals allow the cardholder to option to convert the value of the Transaction into Australian Dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the Transaction you will not be able to dispute the exchange rate.
- 9.6 Before travelling overseas, you should consult CMCU 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 section 12 apply.
- 9.7 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, fee, charges or costs arising as a consequence of a failure to comply with them.

10. Additional access card

- 10.1 You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age)
- 10.2 You will be liable for all transactions carried out by this cardholder.
- 10.3 CMCU will give each additional cardholder a separate pass code.
- 10.4 You must ensure that any additional cardholders protect their access card and pass code in the same way as these ePayment Conditions of Use require you to protect your access card and pass code
- 10.5 To cancel the additional access card you must notify us in writing. However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.
- 10.6 You will not be liable for the continued use of the additional access card from the date that you have:
 - a) Notified us that you want it cancelled; and

- b) Taken all reasonable steps to have the additional access card returned to us.

Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.

11. Renewal of Access Cards

- 11.1 Unless you breach these Epayments Conditions of Use or we deem otherwise for the security of the system or individual accounts, we will automatically provide you or your additional card holder with a replacement access card before the expiry date of the current access card or additional access card.
- 11.2 If you do not wish to receive a replacement access card, either for yourself or your additional card holder, you must notify us before the expiration date of the current access card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement access card.

12. Use after cancellation or expiry of access card

- 12.1 You must not use your access card:
- Before the valid date or after the expiration date shown on the face of the access card; or
 - After the access card has been cancelled.
- 12.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

13. How to Report Loss, Theft or Unauthorised Use your access card or pass code

13.1 If you believe that your access card has been misused, lost or stolen or pass code has become known to someone else, you must immediately contact CMCU during business hours or the HOTLINE at any time on its emergency number detailed in the box below. You must provide the following information when making such notification to CMCU or the HOTLINE:

- the access card number;
- the name of the Credit Union; and
- any other personal information you are asked to provide to assist in identifying your access card.

<p style="text-align: center;">HOTLINE</p> <p style="text-align: center;">1800 648 027 Australia wide.</p> <p style="text-align: center;">Overseas +61 2 8299 9101</p>

- 13.2 The HOTLINE will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting the HOTLINE.
- 13.3 When contacting the HOTLINE, you should confirm the loss or theft as soon as possible at the CMCU's office.
- 13.4 The HOTLINE is available 24 hours a day, 7 days a week.
- 13.5 If the HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to the CMCU as soon as possible during business hours.
- 13.6 We will be liable for any losses arising because the HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to the CMCU as soon as possible during business hours.

- 13.7 You must apply in writing for a new card. A new one is NOT automatically ordered when you advise us that your card is lost or stolen.
- 13.8 There is a charge for a replacement card, refer to Fees, Charges and Member Rewards Schedule for further details.
- 13.9 You will receive a new pass code when a replacement card is ordered.

14. Steps You Must Take to Resolve Errors or Disputed Card Transactions

- 14.1 If you believe a transaction is wrong or unauthorised or your statement contains instances of unauthorised use or errors, immediately notify CMCU and give us the following information:
 - a) Your name, account number and access card number;
 - b) The error or the transaction you are unsure about;
 - c) A copy of the statement in which the unauthorised transaction or error first appeared;
 - d) An explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
 - e) The dollar amount of the suspected error.
- 14.2 If your complaint concerns the authorisation of a transaction, we may ask you to provide further information
- 14.3 CMCU will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 14.4 Within 21 days of receipt from you of the details of your complaint, CMCU will:

- a) Complete our investigation and advise you in writing of the results of our investigation; or
 - b) Advise you in writing that we require further time to complete our investigation.
- 14.5 CMCU will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- 14.6 If CMCU are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting on a response from you and you have been advised that we require such a response.
- 14.7 If CMCU find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 14.8 When CMCU advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).
- 14.9 If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution scheme, which is the Financial Ombudsman Service Limited (FOS), contract details are on page 11 of these Conditions of Use.
- 14.10 If CMCU decide that you are liable for all or any part of a loss arising out of unauthorised use of the access card or pass code, CMCU will:
 - a) Give you copies of any documents or other evidence we relied upon; and
 - b) Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

- 14.11 If CMCU, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.
- 14.12 If CMCU decide to resolve a complaint about the access card by exercising our rights under the card scheme, then different time frames may apply for resolution of the complaint. CMCU will inform you of the relevant timeframes and when you can reasonably expect a decision.

15. Exclusions of Warranties and Representations

- 15.1 We do not warrant that Merchants displaying VISA or rediCARD signs or promotional material will accept the Visa Debit Card or rediCARD in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- 15.2 CMCU 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 the Visa Debit Card or rediCARD. CMCU does not warrant that EFT Terminals displaying VISA or rediCARD signs or promotional material will accept the Visa Debit Card or rediCARD.
- 15.3 CMCU are not responsible for any defects in the goods and services acquired by you through the use of the Visa Debit Card or rediCARD. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

16. Regular payment arrangements

- 16.1 You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- 16.2 To change or cancel any regular payment arrangement you should contact the Merchant or

us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

- 16.3 Should your card details be changed (for example if your VISA Debit Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 16.4 Should your VISA Debit Card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

17. Phone, Internet and Mobile

Banking

- 17.1 CMCU will tell you from time to time:
 - a) What services are available using phone or internet banking;
 - b) Which of your accounts you can access using phone or internet banking.
- 17.2 You must at all times provide us with full and correct information as we are unable to verify details you supply to us. We may not be able to affect your phone or internet banking instruction if you do not give us all the specified information, or if you give us inaccurate information.
- 17.3 Payments are subject to your daily limit for external payments. See Section 26 of Part 5 'EFT Access Facilities and ePayments Conditions of Use'.
- 17.4 If you are signed up for internet banking and have activated your security token, mobile banking is available automatically.
- 17.5 CMCU is not liable for any delays or errors by other parties (e.g. the failure of a financial institution to credit an account in a timely manner).

- 17.6 CMCU is not liable for any refusal by a third party or other financial institution to accept or acknowledge receipt of funds subject to the payment instruction.
- 17.7 If you instruct us to make more than one payment from your account, we will determine the order of making the payments.
- 17.8 After you have finished accessing your account using:
- a) Phone banking, you must ensure that you end the telephone call to our telephone banking service.
 - b) Internet banking, you must ensure that you log off from our internet banking service.
- 17.9 CMCU do not warrant that:
- a) The information available to you about your accounts through our telephone, internet or mobile banking service is always up to date;
 - b) You will have 24 hours a day, 7 days per week, access to telephone banking or internet banking;
 - c) Data you transmit via telephone or internet banking is totally secure.
- 17.10 Before you use the internet or Phone banking services, you must have:
- a) Applied for internet and phone banking using the designated form provided;
 - b) Received a pass code and acknowledged receipt of the pass code;
 - c) Received and activated a security token (Internet/Mobile Banking); and
 - d) Read these ePayments Conditions of Use carefully as they will form the contractual basis for the use of the Internet, Mobile and Phone Banking Services between you and us.
 - e) You must follow the guidelines in Section 7 of these 'EFT Access Facilities and ePayments Conditions of Use' to guard against unauthorised use of your Pass code. Liability for such transactions will be determined in accordance with Section 27 of these ePayments Conditions of Use and the ePayments code of Conduct.

18. Restrictions and Termination of Access to the Internet or Phone Banking Services

- 18.1 CMCU reserve the right to restrict your access to the Internet or Phone Banking services.
- 18.2 You may cancel your access to the Internet or Phone Banking services at any time by giving us Notice.
- 18.3 CMCU can immediately cancel the Internet or Phone Banking services access to you or your Nominee at any time for security reasons or if you breach these Conditions of Use or the Terms and Conditions of any nominated accounts.
- 18.4 CMCU may terminate the Internet or Phone Banking services, for any reason, by giving you 14 days' Notice. The Notice does not have to specify reasons for cancellation.
- 18.5 Access to Internet Banking may be removed where you have not used Internet Banking for at least 6 months. We will provide at least 30 days written notice before removing access.
- 18.6 Once you have been issued with a pass code to access Internet or Phone Banking, you must log in and change this password and activate your security token within 14 days. Failure to do so may result in this access being removed.

19. Protecting Computer and Ancillary Equipment

- 19.1 You have a responsibility to exercise reasonable care to prevent unauthorised access to the Ancillary Equipment you use for the Internet Banking Service:
- 19.2 You must not leave your computer unattended while you are on-line to the Internet Banking Service.
- 19.3 You should ensure that the computer is checked for viruses before using the Internet Banking Service.
- 19.4 CMCU suggest you clear your browser cache (session memory) files at the end of your Internet Banking Service session in order to protect your privacy and prevent anyone from tracing your

steps through the cache memory files. Additionally, we suggest that you shut down the browser you have used to gain access to the Internet Banking Service and then restart the browser in order to ensure that the “back” function (or similar function in your browser) cannot be used to trace your activities.

- 19.5 If you require assistance in regard to clearing your browser’s cache, we suggest you review your browser Help facility or contact a PC support or maintenance service for instructions on how to complete this process.
- 19.6 You should ensure that your security token is used in accordance with CMCU’s instructions.

20. Reporting Unauthorised Use of Telephone or Internet Banking

- 20.1 If you believe that your access method used for telephone, mobile or internet banking, or any part of your access method has been misused, lost or stolen, or, where relevant, pass code has become known to someone else, you must contact us immediately. Please refer to the back page for our contact details.

21. Cancellation of access card or access to telephone and internet banking service

- 21.1 Access cards remain the property of CMCU
- 21.2 You may cancel your access card, your access to telephone banking or internet banking at any time by giving us written notice.
- 21.2 CMCU may immediately cancel or suspend your access card or access to telephone or internet banking at any time for security reasons or if you breach these ePayment Conditions of Use. In the case of your access card, we may cancel the access card by capture of the access card at any ATM.
- 21.3 CMCU may cancel your access card or your access to telephone banking, internet banking for any reason by giving you 30 days’ notice. The notice does not have to specify the reasons for cancellation.

- 21.4 In the case of your access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after the cancellation of your access card.
- 21.5 In the case of telephone or internet banking, if, despite the cancellation of your access to telephone or internet banking, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 21.6 Your access card or your access to telephone or internet banking will be terminated when:
- a) CMCU notify you that we have cancelled your access card or your access method to the account with us;
 - b) You close the last of your accounts with us to which the access card applies or which has telephone or internet banking access;
 - c) You alter the authorities governing the use of your account or accounts to which the access card applies or which has telephone banking or internet banking access (unless we agree otherwise).
- 21.7 In the case of your access card, we demand the return or destruction of any cancelled access card.

22. Using BPAY®

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

- 22.5 BPAY® is only available on selected accounts. Please refer to Section 1 of Part 4 'Terms and Conditions for Access Methods, Deposit Account, Fixed Term Deposits and Payment Facilities'.
- 22.6 Using the BPAY® service indicates your acceptance of these terms and conditions.

23. Processing BPAY® Payments

- 23.1 CMCU will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:
 - a) You become aware of any delays or mistakes in processing your BPAY® payment.
 - b) You did not authorise a BPAY® payment that has been made from your account; or
 - c) You think that you have been fraudulently induced to make a BPAY® payment.
- 23.2 Please keep a record of the BPAY® receipt numbers on the relevant bills.
- 23.3 A BPAY® payment instruction is irrevocable.
- 23.4 Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
- 23.5 CMCU will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.
- 23.6 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).
- 23.7 Please note that you must provide us with written consent addressed to the biller who received that BPAY® payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.
- 23.8 A BPAY® payment is treated as received by the biller to whom it is directed:
 - a) On the date you direct us to make it, if we receive your direction by the cut off time on a banking business day; and
 - b) Otherwise, on the next banking business day after you direct us to make it.

- 23.9 Notwithstanding this, a delay may occur processing a BPAY® payment if:
- a) There is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
 - b) You tell us to make a BPAY® payment on a day which is not a banking business day or after the cut off time on a banking business day; or
 - c) A biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.
- 23.10 If CMCU are advised that your payment cannot be processed by a biller, we will:
- a) Advise you of this;
 - b) Credit your account with the amount of the BPAY® payment; and
 - c) Take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.
- 23.11 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY® payment and later discover that:
- a) The amount you paid was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
 - b) The amount you paid was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.
- 23.12 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.

24. Future-dated BPAY® payments

- 24.1 You may arrange BPAY® payments to be dated in advance of the time of payment. If you use this option you should be aware of the following:
- a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY®

payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.

- b) If there are insufficient cleared funds or as relevant, insufficient available credit, the BPAY® payment will try for another 5 days, after which the payment will not be made.
- c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- d) You should contact us if there are any problems with your future-dated payment.
- e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.

24.2 Fees may apply to these services. Please refer to our Schedule of Fees, Charges and Member Rewards for further details.

24.3 Any amendment to these terms and conditions will be advised to members in the local media, through a notice in a member newsletter or an account statement, or by way of an insert included with their statement.

25. Consequential Damage for BPAY®

25.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

25.2 CMCU 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 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.

26. EFT Transaction Limits

Cash Withdrawals and Daily EFT Access

A maximum daily cash withdrawal limit (including EFTPOS and any applicable direct charge fees) of \$1,000 applies with each card. This amount may from time to time be reduced below the maximum limit.

BPAY®

BPAY® transaction limits are set by individual billers and not CMCU. However, CMCU reserves the right to limit BPAY® transfers at anytime. However, if using telephone, internet or mobile banking limits apply.

Internet or Phone Banking

A transaction limit of \$1,000 applies to each account on which you are an owner or signatory. This limit applies upon issue of a pass code and token (internet banking only).

Daily account limits can be increased upon completing a request form available from any branch or printing from CMCU's web site.

CMCU may, at our discretion, reduce your limit to a lower amount, or set it to \$0 for security reasons.

27 Your Liability in Case of Unauthorised Transactions

27.1 You are not liable for all losses caused by unauthorised transactions if the cause of the loss is any of the following:

- a) Where it is clear that you or any authorised signatory have not contributed to the loss;
- b) Fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- c) A device, identifier or pass code which is forged, faulty, expired or cancelled;

- d) A transaction being incorrectly debited more than once to the same facility (except in the case of Internet or Phone Banking where a pass code has authorised the transaction);
 - e) A transaction which does not require a pass code authorisation that occurred before the receipt of the device;
 - f) A transaction which requires a pass code authorisation that occurred before the receipt of the pass code
 - g) An unauthorised transaction that can be made using an identifier without the device or pass code;
 - h) An unauthorised transaction that can be made using an access card, or the access card and an identifier, but without the pass code, if you do not unreasonably delay reporting the loss or theft of the access card.
- 27.2 In a dispute about whether a user received a device or pass code:
- a) There is a presumption that the user did not receive it, unless we can prove that the user did receive it
 - b) CMCU can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user
 - c) CMCU may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code.
- 27.3 Where CMCU can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the pass code security requirements in Section 7 of Part 5 'EFT Access Facilities and ePayments Conditions of Use':
- a) You are liable in full for the actual losses that occurred before the loss, theft or misuse of a

device or breach of pass code security is reported to us

- b) You are not liable for the portion of losses:
 - a. Incurred on any one day that exceeds any applicable daily transaction limit
 - b. Incurred in any period that exceeds any applicable periodic transaction limit
 - c. That exceeds the balance on the facility including any pre-arranged credit
 - d. Incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.

27.4 Where:

- a) More than one pass code is required to perform a transaction; and
- b) CMCU prove that a user breached the pass code security requirements in Section 7 of Part 5 'EFT Access Facilities and ePayments Conditions of Use' for one or more of the required pass codes, but not all of the required pass codes

You are liable under this section only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 7 of Part 5 'EFT Access Facilities and ePayments Conditions of Use' was more than 50% responsible for the losses, when assessed together with all the contributing causes.

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

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATM's that capture cards that are not removed after a reasonable time and ATM's that require a

user to swipe and then remove the card in order to commence a transaction.

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

- a) Are liable for the actual losses that occur between:
 - i. When the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
 - ii. When the security compromise was reported to us
- b) Are not liable for any portion of the losses:
 - i. Incurred on any one day that exceeds any applicable daily transaction limit
 - ii. Incurred in any period that exceeds any applicable periodic transaction limit
 - iii. That exceeds the balance on the facility including any pre-arranged credit
 - iv. Incurred on any facility that we and you had not agreed could be accessed using the device and/or pass code used to perform the transaction.

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

27.7 Where a pass code was required to perform an unauthorised transaction via a access card, and clause 27.2-27.5 do not apply, you are liable for the least of:

- a) \$150, or a lower figure determined by us
- b) The balance of the facility or facilities which we and you have agreed can be accessed using the device and/or pass code, including prearranged credit
- c) The actual loss at the time that the misuse, loss or theft of a device or breach of pass

code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit

27.8 In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 27.2 and 27.5:

- a) We must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
- b) The fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 7 of Part 5 'EFT Access Facilities and ePayments Conditions of Use'.
- c) The use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

27.9 If a user reports an unauthorised transaction on a VISA debit card account we will not hold you liable for losses under clause 27 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, chargeback rights).

27.10 This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot

hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

For a transaction that is not an unauthorised transaction, if the access card or pass code is used without authority, you are liable for that use before notification to CMCU or the Access Card Hotline of the unauthorised use, up to current daily withdrawal limit, less any amount recovered by CMCU by exercising our right (if any) under the operating rules applicable to the access card against other parties to that scheme.

28. Liability for loss caused by system or equipment malfunction

- 28.1 You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with user's instructions.
- 28.2 Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
 - a) Correcting any errors
 - b) Refunding any fees or charges imposed on the user

29. Mistaken internet payments

- 29.1 In this section:
 - a) **Direct entry** means a direct debit or direct credit
 - b) **Mistaken internet payment** means a payment by a user through a 'Pay Anyone' internet banking facility and

processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- i. the user's error, or
- ii. the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY®

c) receiving ADI means an ADI whose customer has received an internet payment

d) unintended recipient means the recipient of funds as a result of a mistaken internet payment

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

29.3 If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds

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

- i. acknowledge the request by the sending ADI for the return of the funds, and*
- ii. advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.*

- 29.4 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.
- 29.5 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 29.6 You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:
- a) are not satisfied that a mistaken internet payment has occurred
 - b) have not complied with the processes and timeframes set out in clauses 29.2-29.5, or as described in the section 29 below.
- 29.7 When we receive a complaint under clause 29.6 we must:
- a) deal with the complaint under our internal dispute resolution procedures
 - b) not require you to complain to the receiving ADI.
- 29.8 If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider. Refer to the complaints section on page 6.

Note: If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.

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

The information set out in this section is to explain the process for retrieving mistaken payments under the ePayments Code, setting out

what the processes are, and what you are entitled to do.

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

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

Process where funds are available and report is made within 10 business days and 7 months

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
 - Prevent the unintended recipient from withdrawing the funds for 10 further business days, and
 - Notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

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

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

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

Process where funds are not available

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavors to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by installments).

Part 6: General Information

Other Services

Terms and Conditions of other services offered (i.e. Loans, Insurance, Cash Passport and Visa Travel Money) are supplied at the time of applying for the particular service and are also available on request.

Referral Services

From time to time CMCU refers members to various services:

- Financial Planning;
- Travel; and
- General Insurance

Whilst CMCU takes all care to establish the bonafides of such services, the responsibility for the service rests with the particular service provider.

CMCU welcomes feedback from members regarding these services.

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How to Contact Us

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3730

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