

TERMS AND CONDITIONS

FOR NON-BANK OF QUEENSLAND CUSTOMERS

Bank Drafts
Cash Passport
Foreign Currency Sales and Purchases
Traveller's Cheques

10 March 2008

Bank of
Queensland

INTRODUCTION

1.1 Welcome to Bank of Queensland

The terms that govern the way in which we provide banking services to you are set out in this booklet. We encourage you to take the time to read this document and the other material provided to you. It has been produced to help you choose the right banking services for your needs. Please contact us if you want more information regarding the banking services we offer.

1.2 Need to know more?

You can contact us at any time if you would like any further information by:

- calling our Customer Contact Centre on 1300 55 72 72;
- visiting our website at boq.com.au;
- e-mailing us via the 'contact us' page on our website;
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting your local branch.

BANKING SERVICES

2.1 Banking services

We offer the following banking services to persons who are not customers of ours:

- sale and purchase of bank drafts;
- cash handling services;
- Cash Passport Sales;
- foreign currency sales and purchases;
- traveller's cheques.

2.2 Bank drafts

(a) Features and benefits

A draft is a cheque issued by us in foreign currency which is payable at an overseas bank. We can issue drafts immediately on request in all major currencies. Drafts are an economical method of making payment to someone overseas and can be posted safely by airmail.

(b) Risks

If a bank draft is lost or stolen, you should contact us immediately. We will arrange to stop payment and issue a replacement. However, if the cheque has already been paid, you will not be able to obtain a replacement of the draft, or a refund of the amount you have paid for the bank draft.

(c) Fees

Details of our fees for the issue of bank drafts and replacement bank drafts are set out in section 2.7.

2.3 Cash handling services

We can provide you with the following cash handling services:

- deposit of cash to another financial institution;
- changing coin or notes to requested denominations.

Our fees for cash handling services are set out in section 2.7.

2.4 Cash Passport

We can issue you with Cash Passport.

The terms and conditions of issue of Cash Passport are set out in the brochure and Order form which will be provided to you at the time of your purchasing Cash Passport.

Our fees for Cash Passport are set out in section 2.7.

2.5 Foreign currency sales and purchases

(a) Features and benefits

We can buy from you, or sell to you, foreign currency notes (subject to any restrictions imposed by the issuing countries). You can order foreign currency notes from any branch on a pre-paid basis. Purchases are subject to currency being available to us. You will need to give us reasonable notice if you want to purchase foreign currency. Purchases are subject to certain currency and denomination restrictions.

(b) Risks

Different exchange rates apply for buying and selling foreign currency. We calculate both sales and purchases on the rate applying at the time of the sale or purchase.

If you sell foreign currency to us, the exchange rate applying at the time we purchase the currency may be more or less favourable to you than the time at which you purchased the foreign currency. The sale of foreign currency by you may result in a loss to you.

If we sell foreign currency to you, the exchange rate applying at the time you buy the currency may be more or less favourable to you than the time at which you spend the foreign currency. This means that when you spend the foreign currency, it may be worth less to you.

Particular foreign currencies might not be available to purchase at the time you wish to do so.

(c) Fees

Details of our fees in respect of foreign currency sales and purchases are set out in section 2.7.

2.6 Traveller's cheques

We can issue you with traveller's cheques, and purchase traveller's cheques from you.

The terms and conditions of issue of traveller's cheques are set out in the *Product Disclosure Statement* which will be provided to you at the time of your purchasing traveller's cheques.

Our fees for repurchase of traveller's cheques are set out in section 2.7.

2.7 Fees and charges

The fees and charges applicable to the banking services set out in this booklet are detailed below:

(a) Bank drafts

- In foreign currency \$15.00
- Replacement of lost draft or stop payment with refund \$30.00
- Repurchase \$20.00

(b) Cash handling and change

- Cash deposited for transfer to another Australian financial institution 1% of deposit (plus Transfer Fee)
- Transfer Fee – personal deposits – each transaction \$3.00
- **Coin Handling**
 - Bulk coin \$10.00 per bag
 - Bagged coin \$0.50 per bag minimum \$2.50
 - Unsorted, Unbagged coin 5% of value minimum \$10.00
- Notes \$2.00 each transaction

(c) **Cash Passport**

- Loading 1% of AUD value
minimum fee on loading \$10.00

(d) **Foreign currency sales and purchases**

- Purchased by us \$5.00
per currency
- Sold by us 1% of AUD value
minimum \$10.00 each currency

(e) **Traveller's cheques**

- Encashment (negotiation) \$7.00 each parcel

GENERAL TERMS AND CONDITIONS

3.1 Changes to terms and conditions of banking services

We can change at any time the terms and conditions that apply to the banking services we provide to you. We can also add new products or services or stop existing products or services at any time.

We can change, among other things, the fees and charges for our banking services. We can add new fees and charges at any time.

We will tell you of changes to these terms and conditions in accordance with the law and any code to which we subscribe.

3.2 Covering us for loss

You agree that if we suffer any loss because of any breach of the terms and conditions in this booklet, by you or anyone authorised by you, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis.

3.3 Customer integrity

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases, we will take those steps without notice to you.

GENERAL INFORMATION

4.1 Code of Banking Practice

As part of our commitment to customer service, we have adopted the Code of Banking Practice (COBP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The COBP applies to banking services provided to customers who are “individuals” or “small businesses” as defined in it.

We will comply with the COBP, where it applies to the banking services we provide to you.

The COBP requires us to provide you with certain information. You will find this information in this booklet. In particular, you will find information regarding:

- our obligations regarding the confidentiality of your information;
- complaints;
- bank cheques; and
- the importance of you reading the terms and conditions applying to the banking services we provide you.

4.2 Anti-money laundering

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the payment of money in accordance with your instructions by us will not breach any laws in Australia or any other country.

4.3 If you have a problem or dispute

(a) Our Service Commitment

At Bank of Queensland we are committed to providing our customers with innovative banking solutions and the best customer service experience.

We know that despite our best efforts, occasionally things may go wrong. If that happens we want you to tell us. Resolution of complaints is a priority to us as it gives us the opportunity to improve our service.

(b) How to contact us

There are a number of ways to contact us:

- (i) Contact your local branch manager. Our managers are always willing to listen to your suggestions about our products and services and they will do their best to address any concerns immediately.
- (ii) Our Customer Contact Centre can be contacted on 1300 55 72 72 from 7.00am to 7.00pm (AEST), Monday to Saturday.
- (iii) Contact our Customer Relations Department via:

E-mail	customer.relations@boq.com.au
Telephone:	(07) 3212 3206
Fax:	(07) 3212 3286
Mail:	Customer Relations, Reply Paid 2258 Brisbane QLD 4001

(c) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 working days. If this is not possible we will keep you informed on our progress.

If your complaint cannot be resolved promptly, Bank of Queensland Customer Relations Department will take responsibility and work with you to resolve the matter.

(d) What to do if you feel your complaint has not been resolved

If your complaint is not resolved to your satisfaction, you can ask to have a further review by our Customer Advocate. The Advocate's role is to represent your interests within the Bank and to help ensure you have the best possible experience. Our Customer Advocate can be contacted on (07) 3212 3522.

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Banking and Financial Services Ombudsman Limited
(BFSO)
GPO Box 3A
Melbourne VIC 3001
Telephone: 1300 780 808
Fax: 03 9613 7345
Internet: www.bfso.org.au

Australian Securities & Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

For further information on solving problems and disputes please ask at any branch for our “We would like to know” brochure.

4.4 Privacy and confidentiality

You can ask us for a copy of our Privacy Policy at any time. Our “Privacy Policy” sets out how we deal with any personal information that we hold about you.

4.5 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the COBP) may alter these implied terms, and may add new or additional terms. The terms that apply to you are set out in this booklet.

(a) Terms implied into the contract between banker and customer

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in your contract with us, unless the terms and conditions of your contract state otherwise:

(i) Our duties:

Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.

Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through your account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.

Financial advice – we must exercise care and skill when providing financial advice to you as part of, or incidental to, the banking services we offer.

Safe custody – if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.

Bankers' opinions or references – we have a duty to exercise reasonable care and skill in providing a reference on your credit worthiness to another bank.

(ii) **Your duties:**

Clear instructions – your instructions on payment of funds must be clear.

Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including unauthorised transactions on your account) known to you.

DEFINITIONS

we, our and **us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

you means the person to whom we provide any of the banking services described in this booklet.

1300 55 72 72
boq.com.au

Issuer:

Bank of Queensland Limited ABN 32 009 656 740

AFSL No. 244616