

# Non-Cash Payment Facilities

30 June 2010

Bank of  
Queensland

## **Non-Cash Payment Facilities**

1. Internet Banking
2. The Customer Contact Centre
3. Direct Debits
4. BPAY®

Issued by Citigroup Pty Limited ABN 88 004 325 080, AFSL No.238098 ("Citibank")

## **Important Information and Disclosures**

These Terms and Conditions are for the following Non Cash Payment Facilities provided by Citibank when used in conjunction with your Bank of Queensland credit card account:

Internet Banking

The Customer Contact Centre

Direct Debits

BPAY®

## **Terms and Conditions**

These Terms and Conditions govern your use of the non-cash payment facilities provided by Citibank ("Non-Cash Payment Facilities") when used in conjunction with your Bank of Queensland credit card account.

These Terms and Conditions are to be read together with the Credit Card Terms and Conditions applying to your Bank of Queensland credit card account.

It is important that you read these Terms and Conditions before accessing the Non-Cash Payment Facilities and keep this document in a safe place for future reference.

You can contact us 24 hours a day, seven days a week by calling the Customer Contact Centre on 1300 55 72 72 (within Australia) or +61 7 3336 2222 (from outside Australia and we will accept the charges). You can also access Internet Banking at anytime via [boq.com.au](http://boq.com.au).

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Citigroup Pty Ltd ABN 88 004 325 080 AFSL 238098 (Citigroup) is the credit provider and issuer of Bank of Queensland Credit Cards (Credit Cards). Bank of Queensland Limited ABN 32 009 656 740 (BOQ) distributes the Credit Cards under an agreement with Citigroup.

## Internet Banking

Internet Banking for your Bank of Queensland credit card account is available 24 hours a day, seven days a week from anywhere in the world via [boq.com.au](http://boq.com.au).

With Internet Banking, you will be able to do the following:

- obtain balance and transaction summary, including details of your payments and transactions;
- download a listing of account activity;
- transfer funds to any bank account at any bank in Australia;
- pay bills using BPAY®; and
- view your statements for the last 9 months;

Some or all of the banking services that may be accessed through Internet Banking may not be available from time to time due to maintenance or non availability of certain features. In the event of such unavailability, please call us to conduct your banking transactions.

If you have an Internet Banking Profile, you can access Internet Banking via [boq.com.au](http://boq.com.au) and by entering your Bank of Queensland issued:

- Customer Access Number ("CAN")
- User ID (if issued)
- Personal Access Code

You will also need certain minimum computer software and hardware. Please visit [boq.com.au](http://boq.com.au) for the latest information.

## Customer Contact Centre

The Customer Contact Centre is available 7am to 7pm local time, Monday to Saturday by calling **1300 55 72 72** or +61 7 3336 2222 if outside Australia.

If you have a Platinum or Gold Bank of Queensland credit card, the Customer Contact

Centre is available 24 hours a day, seven days a week by calling 1300 72 31 34.

With the Customer Contact Centre, you will be able to do the following:

- activate your credit card;
- obtain your balance;
- obtain details of your most recent activity including deposits and withdrawals;
- pay bills using BPAY®;
- transfer funds;
- obtain general information, such as current interest rates; and
- speak to a Customer Service Officer for any other matter.

## Disputes and Complaints

If you have a complaint about any Non-Cash Payment Facility, you can:

- (i) call us;
- (ii) write to us;
- (iii) visit our Bank of Queensland Online secure website or;
- (iv) visit a Bank of Queensland branch.

If you are not satisfied with the result of your complaint, you can raise your complaint with the Financial Ombudsman Service Limited at:

GPO Box 3  
Melbourne VIC 3001  
Phone: 1300 78 08 08  
[www.fos.org.au](http://www.fos.org.au)

Please refer to your Credit Card Terms and Conditions for further details on how we handle your complaints and disputes.

## Privacy and Financial Difficulty

Please refer to your Credit Card Terms and Conditions for details on how we handle your personal information and what to do if you are in financial difficulty.

## Terms and Conditions

These **"Terms and Conditions"** govern your use of Non-Cash Payment Facilities provided by us when they are used in conjunction with your Bank of Queensland credit card account (**"Non-Cash Payment Facilities"**), which include the following services and products provided by us:

**Internet Banking;**

**Customer Contact Centre;**

**Direct Debits; and**

**BPAY®**

Your access to our Non-Cash Payment Facilities is subject to the terms and conditions governing your Bank of Queensland credit card account (**"Credit Card Terms and Conditions"**). Please refer to your Credit Card Terms and Conditions to determine access. If there is any inconsistency between these Terms and Conditions and your Credit Card Terms and Conditions, the latter will prevail.

### A. General

#### 1. Definitions and Interpretation

##### 1.1 Definitions

In these Terms and Conditions, unless the context requires otherwise:

**"Access Service Provider"** means any organisation that arranges for an individual or an organisation to have access to the Internet;

**"Account"** means the Bank of Queensland credit card facility issued by us to which the Non-Cash Payment Facility is attached. Bank of Queensland distributes the cards under an agreement with us. Bank of Queensland does not and will not guarantee or otherwise support our obligations under contracts or agreements connected with the Cards;

**"Account Conditions"** means the Credit Card Terms and Conditions governing the use of your account;

**"Additional Cardholder"** means another person who is authorised by you to be issued with a card and/or to effect transactions on the account;

**"ATM"** means an Electronic Equipment from which, amongst other things, you or your Additional Cardholder can obtain a cash advance from an account by use of their card;

**"Banking Business Day"** means any day on which banks in Sydney or Brisbane are able to effect settlement through the Reserve Bank of Australia;

**"Bank of Queensland"** means Bank of Queensland Limited ABN 32 009 656 740;

**"Biller"** means a Merchant who accepts BPAY® Payments;

**"BPAY® Payments"** are payments made by you or an Additional Cardholder through BPAY®;

**"BPAY® contact details"** means BPAY® Pty Ltd ABN 69 079 137 518 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 8252 0500;

**"Business Day"** means a day on which banks are open for business in Sydney but does not include any Saturday, Sunday or public holiday;

**"Card"** means any credit card issued by us for use on your account and includes a card issued to an Additional Cardholder;

**"Cardlink contact details"** means Cardlink Services Limited ABN 60 003 311 644 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 9646 9222

**"Chargeback"** means the relevant operating rules for transferring the

transaction amount of a disputed transaction from the merchant's financial institution to your account;

**"Citibank", "we", "our", and "us"** means Citigroup Pty Limited ABN 88 004 325 080 AFSL 238098 of 2 Park Street, Sydney, NSW 2000;

**"Code"** means

(a) information:

- the content of which is known to you and any Additional Cardholder and is intended to be known only to you and any Additional Cardholder;
- which we require you and any Additional Cardholder to keep secret;
- which you and any Additional Cardholder must provide (in any manner) to or through a device or electronic equipment in order to access your Account; and

(b) includes your CAN, PIN, PAC, User ID or password;

**"Customer Access Number"** and **"CAN"** is the unique number allocated to you by us which identifies you and your accounts to us and when used in conjunction with a Personal Access Code enables you to access Internet Banking;

**"Daily Transaction Limit"** means the daily transaction value limits with respect to withdrawing and transferring to and from an Account by using a Non-Cash Payment Facility, as referred to in clause 16 "Limit on Use" in Section B below;

**"Device"** means a physical device used with Electronic Equipment to access your Account, for example a Card, token or biometric reader;

**"Electronic Equipment"** includes electronic terminals (such as ATM), computer, television and telephone that are approved by us and through which Transactions may be effected;

**"Identifier"** means information:

- the content of which is known to you or an Additional Cardholder (as applicable) but not only to them and which they are not required to keep secret; and
- which you or an Additional Cardholder (as applicable) must provide (in any manner) to or through a device or electronic equipment in order to access your Account. (An identifier may be, for example, an account number, card number, or card expiry date);

**"Internet Banking"** means our portal accessed via boq.com.au used to conduct banking services through the use of a personal computer terminal;

**"Merchant"** means a provider of goods or services which has agreed to accept Cards for the purpose of purchasing those goods or services;

**"Network"** means the organisations, institutions and schemes through which you may perform transactions on your Account;

**"Network Members"** means all institutions and corporations participating in, and that process information or data in relation to, the relevant Network;

**"Online Authorisation Code"** means a code in the form of an online authorisation code which may be provided by us to you from time to time in respect of specified transfers of funds from your Account;

**"Personal Access Code" or "PAC"** is the security password issued by Bank of Queensland which, when used in conjunction with a Customer Access Number, enables you to access Internet Banking;

**"PIN"** means the code in the form of the personal identification number allocated by us or as changed by you or any Additional Cardholder (as applicable);

**"Transaction"** means any transaction authorised by you or by an Additional Cardholder (as applicable) which is made by the use of a Card, an identifier and/ or a code or, by any other means authorised by us from time to time and includes a cash advance;

**"Unauthorised Transaction"** means a transaction, which is made without your or an Additional Cardholder's (as applicable) knowledge, consent or authorisation;

**"User ID"** is an alphanumeric code used in conjunction with a CAN to uniquely identify you or an Additional Cardholder. For further information refer to the Electronic Banking Terms and Conditions issued by Bank of Queensland and available at [boq.com.au](http://boq.com.au);

**"you" and "your"** means the person or persons in whose name the account is held.

## 1.2 Interpretation

- (1) In these Terms and Conditions, unless the context requires another meaning, a reference:
  - (a) to the singular includes the plural and vice versa;
  - (b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated,

supplemented, novated or replaced;

- (c) to a party means a party to these Terms and Conditions;
- (d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
- (e) to a law is a reference to that law as amended, consolidated, supplemented or replaced.

- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (3) Headings are for convenience only and do not affect interpretation.

## 2. Code of Banking Practice and Electronic Funds Transfer Code of Conduct

- 2.1 Where the Code of Banking Practice applies we will observe the relevant provisions of that Code. We will provide you with a copy of the Code of Banking Practice on request.
- 2.2 General descriptive information on the following is contained in your account conditions or these Terms and Conditions and can be provided on request:
  - (1) account opening procedures;
  - (2) our obligations regarding the confidentiality of your information;
  - (3) complaint handling procedures; and

- (4) the advisability of you informing us promptly when you are in financial difficulty.

2.3 We warrant that we comply with the requirements of the Electronic Funds Transfer Code of Conduct.

### 3. Statements of Account

Transactions performed using Electronic Equipment (including ATM, EFTPOS, Internet Banking and through the Customer Contact Centre) will be recorded on your statements of account which are provided to you in accordance with your account conditions.

### 4. Notices

4.1 Except where you have specifically agreed to receive information or notices under these Terms and Conditions electronically (to the extent permitted by law), we will send all notices to the most recent mailing address received from you.

4.2 If you have agreed to receive this information or notices under these Terms and Conditions electronically we may give you a notice either by:

- (1) broadcasting a message on Internet Banking;
- (2) delivering it to you by an electronic message to your latest e-mail address recorded on our system.

4.3 Any notice or statement to be given or demand to be made to you under these Terms and Conditions:

- (1) if a signature is required, will be effectively signed on behalf of us if it is executed by us, any of our officers, solicitors or attorneys; and
- (2) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being e-mailed

to your e-mail address, as notified to us or your registered office, place of business, or residence last known to us, or by being sent to you by facsimile transmission.

4.4 A demand or notice, if:

- (1) delivered personally will be deemed served when left at the address;
- (2) posted will be deemed served two Business Days after posting; or
- (3) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission. Service by any of these methods will be valid even if you do not receive the document or if the document is returned to us unclaimed.

4.5 Unless otherwise specified in these Terms and Conditions, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to us at the following address or in such other way as set out in these Terms and Conditions or as we may advise from time to time:

GPO Box 40, Sydney, NSW 2001

### 5. Variation

5.1 Subject to clause 5.3, we may at any time vary these Terms and Conditions by giving you reasonable written notice.

5.2 We will provide 30 days prior notice if we introduce any new fee or charge, increase the amount of any fee or charge (other than a government charge), increase your liability for losses or imposes, remove or change any maximum limits to the amounts that may be withdrawn or transferred by the use of a Card, Internet Banking or through the Customer Contact Centre.

5.3 Where permitted by law including the Code of Banking Practice and the Electronic Funds Code of Conduct, we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.

## 6. Liability for Loss

If you or an Additional Cardholder do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facilities, it may cause us loss. You will be liable for any loss or damage which you or an Additional Cardholder cause us except to the extent that the loss or damage was caused by our fraud or negligence.

## 7. Cancelling a Payment Facility

7.1 If we reasonably believe that:

- you or an Additional Cardholder are in breach of these Terms and Conditions, or
- a Code or an Identifier has been compromised, or
- continued use of a Non-Cash Payment Facility may cause us, you or an Additional Cardholder loss, or cause us to breach any law; and

that urgent action is required to prevent loss or breach, we have the right to take a proportionate action to prevent this. We may do so by suspending or cancelling a Non-Cash Payment Facility or access to it at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 20 "Errors and Questions".

7.2 Without limiting the circumstances in which we may suspend or cancel a Non-

Cash Payment Facility, we may do so if:

- (1) we reasonably believe your or an Additional Cardholder's Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you;
- (2) we reasonably believe you or an Additional Cardholder induced us to issue the Non-Cash Payment Facility by fraud or misrepresentation;
- (3) you or an Additional Cardholder breach any of these Terms and Conditions;
- (4) there has been fraud or misrepresentation with respect to the operation of an Account;
- (5) the continued use of Internet Banking or a Card or your Account may cause a loss either to us, you or an Additional Cardholder or may cause us to breach any applicable law; or
- (6) we close your Account in accordance with its Terms and Conditions.

7.3 If we cancel a Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 7.1 applies.

7.4 If your access to Internet Banking or the Customer Contact Centre is cancelled, we may refuse any Transaction you or any Additional Cardholder initiates through Internet Banking or the Customer Contact Centre by giving you reasonable notice unless clause 7.1 applies.

7.5 You may cancel a Non-Cash Payment Facility at any time by giving us notice in writing.

7.6 If you cancel a direct debit request, the appropriate Merchant must also be

promptly notified. If you cancel a direct debit request, we must receive your instructions at least one Business Day prior to the due date of the next payment otherwise that payment may still be made.

7.7 The operation of Non-Cash Payment Facilities is subject to many variables as described in clause 12.2 "Extent of Liability", and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Non-Cash Payment Facility in response to a perceived risk. We do not promise that this cancellation, suspension or termination will not affect you or an Additional Cardholder. As such, we are not in breach of these Terms and Conditions and are not liable to you or any Additional Cardholder for any loss or damage suffered as a result of any cancellation, suspension or termination under this clause 7 "Cancelling a Payment Facility".

7.8 We may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an Additional Cardholder of being fraudulent. BPAY® Payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us.

## **8. Invalid or Unenforceable Provisions**

If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## **9. Waiver and Exercise of Rights**

A single or partial exercise of a right by us does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## **10. Recording Conversations**

Conversations between any officer or employee of Bank of Queensland and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.

## **11. Transaction Monitoring**

Transactions may be monitored for quality control purposes including for the prevention of fraud and for anti-money laundering and counter-terrorism financing purposes.

## **12. Extent of Liability**

- 12.1 The responsibility for the repayment of any funds credited to the Account remains solely with us. No other institution, corporation or person (including but not limited to, any parent, subsidiary or affiliated company of ours) shall be responsible for the repayment of any funds credited to the Account.
- 12.2 The Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the facilities depend on a series of services, some of which are provided by us and our affiliates, and others provided by unrelated parties. Correct operation of the services depends on networks, machines, and devices (such as the Card), many of which are not under our control. We do not promise that all of these services (including ones that we do control) will be constantly available at full

performance. This means that sometimes, when you or an Additional Cardholder wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all. The following are some examples of events that might cause less than full performance:

- (1) malfunctions of telephone lines or ancillary equipment, personal computer terminal, related facilities, mobile phones and other handheld devices, or other software or hardware belonging to or operated by you and/or an Additional Cardholder;
- (2) failure or delay caused by browser software, computer viruses or related problems attributable to services provided by any Access Service Provider or other software providers;
- (3) prohibition, restriction or delay of your access and/or use of a Non-Cash Payment Facility because of:
  - (a) the laws and regulations of the country from where you access a Non-Cash Payment Facility and/or the terms and conditions prescribed by the relevant Access Service Provider in such country of access; or
  - (b) any act or omission by the Access Service Provider;
- (4) your reliance on, or action or failure to act upon any third party information provided by us through Internet Banking, the Customer Contact Centre or BPAY®;
- (5) delay or failure in any transmission or communication facilities;
- (6) requests to alter or stop a payment being made through a Non- Cash

Payment Facility from an Account which are received by us after we have taken action to follow the original payment instruction has been processed by us;

- (7) other events beyond our reasonable control including (but not limited to) failure or delay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war, acts of terrorism, civil strife, natural disasters or any other similar causes.

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation, or other laws which may imply warranties into the contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 23 "Malfunction of Electronic Equipment or System" where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

12.3 If you instruct us to debit or credit your account under a direct debit arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss or damage was caused by our fraud or negligence.

### 13. Reliance on Your Instructions

13.1 We are entitled to presume (except in cases specified in the Electronic Funds Transfer Code of Conduct, such as where you tell us that an Identifier has been compromised), unless proved to the contrary, that you or any Additional Cardholder have given any instructions identified by your Identifier (including Card Number) and Code (including ATM PIN), and that they are valid and binding on you

13.2 There is a risk that:

- (1) we cannot verify, for example where a signature is not required, by way of signature comparison whether the user of your respective Identifiers and Codes is you or an Additional Cardholder; and
- (2) your or an Additional Cardholder's Identifier and Code allow anybody correctly using them to conduct the type of operations on Accounts for which Internet Banking provides access.

### 14. Governing Law and Jurisdiction

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Bank of Queensland and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.

#### B. Cards, Internet Banking and the Customer Contact Centre

### 15. Application

15.1 This Section B applies to all Transactions involving use of a Card and where applicable, to Internet Banking and the Customer Contact Centre.

These Terms and Conditions are to be read together with your Account Conditions.

You should ensure that you and all Additional Cardholders have read the Account Conditions.

Subject to the exceptions set out in these Terms and Conditions and the Account Conditions, you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts withdrawn by use of a Card supplied to you and any Additional Cardholders until we receive notice from you cancelling the Card.

The issue of a Card where you require at least two signatories to operate on the Account is at our discretion and signatories will be jointly and separately liable.

### 16. Limits on Use

16.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased temporarily by contacting Customer Contact Centre. Any increase of a daily withdrawal limit will be subject to our approval. Merchants, ATM providers or Bank of Queensland may set minimum and maximum cash withdrawal amounts. For more information on daily limits contact Customer Contact Centre.

16.2 Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.

16.3 Merchants and ATM providers decide what types of transactions are available

with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Cardholder will not suffer any loss or inconvenience because of a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Cardholder seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities

## 17. Card and Code Security

The security of Card(s) and Code(s) is very important. If you or an Additional Cardholder fail to observe these security requirements you may incur liability for any Unauthorised Transaction.

### 17.1 You and each Additional Cardholder MUST:

- (1) sign the strip on the reverse side of your Card immediately upon receiving it;
- (2) not tell anyone including family, friend or even a bank officer your Code;
- (3) not let anyone else use your Card and/or Code or Identifier and Code;
- (4) use care to prevent anyone else seeing your Code being entered in Electronic Equipment or overhearing the Code;
- (5) take reasonable steps to protect your Card or Code from loss or theft; and
- (6) immediately destroy any expired Card by cutting it diagonally in half.

### 17.2 It is recommended that you and the Additional Cardholders memorise your Code

and then destroy any record of it. You and any Additional Cardholders must NOT:

- (1) choose a Code which is clearly identifiable with you (such as birth date, phone number, post code or car registration number) or which represents a recognisable part of your name;
- (2) choose a Code which has an easily retrievable combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB or BCDE);
- (3) write or in any way indicate your Code on your Card even if it is disguised; or
- (4) keep record of your Code (without making a reasonable attempt to disguise the Code) on any item normally carried with or stored with your Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.

### 17.3 The following are examples of what is NOT a reasonable attempt to disguise a Code Recording:

- (1) the Code as a telephone number;
- (2) the Code amongst other numbers or letters with any of them marked to indicate the Code;
- (3) the Code in reverse order;
- (4) the Code disguised as a date or an amount; or
- (5) the Code in an easily understood form.

### 17.4 If the Electronic Funds Transfer Code of Conduct applies to an Account:

- (1) the above provisions may differ from the circumstances in which you are liable for losses resulting from Unauthorised Transactions

under the Electronic Funds Transfer Code of Conduct; and

- (2) to the extent that the above provisions differ from the relevant provisions of the Electronic Funds Transfer Code of Conduct, your liability for such losses will be determined under the Electronic Funds Transfer Code of Conduct.

## **18. Lost or Stolen Card or Code and Unauthorised Transactions**

### 18.1 Where:

- (1) a Card is lost or stolen;
- (2) a Code is lost, stolen or disclosed to someone else; or  
you or an Additional Cardholder suspects that:
  - (a) a Code is lost, stolen or has become known by someone else; or
  - (b) your Card (or any expired Card) or Identifier or Code has been used to effect an Unauthorised Transaction or has otherwise been misused,
- (3) you or the Additional Cardholder must immediately inform us and provide all information as required.

18.2 Telephoning us is the best way to minimise your risk. Upon receipt of notification from you or an Additional Cardholder, we will cancel your or the Additional Cardholder's Card (as applicable) and/or Code and may cancel the Identifier. We will advise you or an Additional Cardholder (as applicable) of a notification number. After cancellation, the Card and/or Code or Identifier must not be used again even if they are subsequently found.

18.3 In the event that our notification facilities (including the Customer

Contact Centre) are not available for any reason, any losses occurring during these periods that were due to non notification shall be deemed to be our liability, providing notification is made within a reasonable time of the facility again becoming available

## **19. Emergency and Customer Service**

To report lost or stolen Cards, Devices or Codes or if you need any assistance with the Non-Cash Payment Facilities, telephone the Customer Contact Centre on::

**1300 55 72 72** (within Australia); or  
**+61 7 3336 2222** (from outside Australia).

## **20. Errors and Questions**

20.1 Your role is extremely important in the prevention of any unauthorised use or operation of your Account. You must promptly examine your statement upon receipt. If you discover any Unauthorised Transactions, discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in your statement, or you have a complaint or believe that an error or fraud has occurred in relation to a Non-Cash Payment Facility you must immediately call us.

20.2 Your ability to dispute a Transaction may be lost if you do not notify us immediately on having notice of the Transaction.

20.3 You must then provide written notice to us with sufficient details to enable us to investigate the enquiry. The notice shall include the following information:

- (1) your name, address and Account number;
- (2) any Additional Cardholder's (as applicable) name and address, where necessary;
- (3) details of the complaint, error or fraud; and

- (4) any other information requested by us.
- 20.4 You must comply with any request by us for further information (including a statutory declaration where required).
- 20.5 Where an enquiry is not settled to your satisfaction, we will advise you in writing of the procedures for the investigation and resolution of the dispute. Where applicable, these procedures will be in accordance with the Electronic Funds Transfer Code of Conduct. A copy of these procedures is available on request.
- 20.6 Despite the existence of these procedures, you must refer at first instance any disputes relating to a Transaction amount to the Merchant concerned where the Transaction was made through Electronic Equipment at the Merchant's site. This does not apply where the dispute arises due to the occurrence of an event referred to in clause 18.1.
- 20.7 For eligible Transactions processed through a Network we may:
- (1) resolve a complaint under the rules of the Network. If we decide to resolve a dispute in this manner we and you are bound by the operating rules of the Network and resolution will be governed by the limits imposed by those rules. Failure to notify us within the time frames set by the Network may affect the success of your claim;
  - (2) claim a Chargeback right where one exists and you have notified a disputed Transaction to us within the required time frame. If you or an Additional Cardholder makes a BPAY® Payment with a Card, you cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments subject to the separate BPAY® terms below;
  - (3) claim a Chargeback for the most appropriate reason; and
  - (4) reject a refusal of a Chargeback by a Merchant's financial institution if it is inconsistent with the relevant operating rules.
- 21. Liability for Unauthorised Transactions**
- 21.1 Subject to clause 22 you will have no liability for an Unauthorised Transaction:
- (1) arising from a Transaction that is caused by the fraudulent or negligent conduct of our employees or companies involved in networking arrangements or of Merchants who are linked to Electronic Equipment or of their agents or employees;
  - (2) relating to Cards, Identifiers or Codes that are forged, faulty, expired or cancelled;
  - (3) arising from a Transaction which requires the use of a Card and/ or Code and occurring before you or any Additional Cardholder have received your Card or Code;
  - (4) resulting from a Transaction occurring after notification to us that an event referred to in clause 18.1 has occurred;
  - (5) where it is clear that neither you nor any Additional Cardholder have contributed to the losses from the Unauthorised Transaction; or
  - (6) that is caused by the same Transaction being incorrectly debited more than once to your Account.
- 21.2 This section does not apply to any Transaction carried out by you or an Additional Cardholder or by anyone performing a Transaction with your or an

Additional Cardholder's knowledge and/or consent (as applicable).

## 22. Code Not Properly Safeguarded

22.1 If you or an Additional Cardholder have contributed to a loss by (including and not limited to):

- (1) writing or indicating the Code on the Card;
- (2) writing or indicating the Code on any article carried with or stored with the Card or Identifier (unless you or the Additional Cardholder have very carefully disguised the Code) or liable to loss or theft at the same time with the Card or Identifier; or
- (3) voluntarily disclosing the Code to anyone else, then you are liable for all losses which occur before we are notified that an event referred to in clause 18.1 has occurred, except for that part of any losses incurred which:
  - (a) on any one day exceed the Daily Transaction Limit; or
  - (b) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

22.2 If you or an Additional Cardholder have contributed to a loss by unreasonably delaying notification of the occurrence of an event referred to in clause 18.1, you are liable for all losses which occur between when you or an Additional Cardholder (as applicable) first became aware (or should reasonably have become aware in the case of a lost or stolen Card, Identifier or Code) of an event occurring and when we were actually notified, except for that part of any losses incurred which:

- (1) on any one day exceed the Daily Transaction Limit; or
- (2) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

22.3 Other loss:

Where it is unclear whether or not you or an Additional Cardholder have contributed to a loss resulting from an Unauthorised Transaction then, for the period commencing from the time the Card, Identifier or Code was misused, lost or stolen, until the time you or an Additional Cardholder (as applicable) notify us, you could lose up to the lesser of:

- (1) \$150 Australian dollars (or such lower amount that may be determined by us);
- (2) the actual amount lost; or
- (3) the available funds in the Account.

## 23. Malfunctions of Electronic Equipment or System

23.1 If our Electronic Equipment or our electronic system malfunctions, resulting in loss to you, we will correct that loss by making any necessary adjustment to the Account including an adjustment for any applicable interest or fees.

23.2 If our customer service telephone notification number should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an Additional Cardholder (as applicable) attempted notification and the actual time of notification provided you or an Additional Cardholder subsequently gave such notice at the first reasonable opportunity

23.3 Our liability shall be limited to the correction of any errors and the refunding of any charges or fees imposed where:

- (1) the failure or malfunction is caused by your or an Additional Cardholder's (as applicable) act or omission; or
- (2) you or an Additional Cardholder were aware that our Electronic Equipment or our electronic system was unavailable for use or was malfunctioning.

## **24. Use of Card, Internet Banking and the Customer Contact Centre outside Australia**

24.1 All cash withdrawals made by use of the Card:

- (1) shall be in a currency permitted in the country where the Transaction is effected; and
- (2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion, determine to be appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. Additional details on international Transactions are contained in the Account Conditions.

24.2 Subject to the provisions of clause 25 "ATM Cash Withdrawals (Cash Advances)", the use of a Card, Internet Banking and the Customer Contact Centre outside Australia is subject to any exchange control regulations and requirements of the Reserve Bank of Australia.

24.3 The maximum amount of a cash advance by use of a Card and the purpose for

which it is obtained may be determined by the Reserve Bank of Australia and the laws and requirements of the country in which the cash advance is effected or requested or any other applicable law.

24.4 The use of the Card, Internet Banking and the Customer Contact Centre outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. We make no promises that you or any Additional Cardholder will be able to use those facilities outside of Australia.

## **25. ATM Cash Withdrawals (Cash Advances)**

You and any Additional Cardholders may make cash withdrawals (including outside of Australia) from an Account by use of a Card at ATMs. Use of the Card at ATMs will result in:

- (1) the collection, storage, communication, monitoring and processing (by any means) by Network Members of all information and data necessary for us to maintain appropriate Transaction records in relation to the Account;
- (2) the release and transmission to and between Network Members of all information and data (including details of the Account and any Transactions shown) necessary to enable the Card to be used in ATMs;
- (3) the retention of all such information and data by Network Members; and
- (4) the disclosure of all such information and data by Network Members in compliance with all applicable laws and regulations governing such disclosure.

## **26. Ownership of Card**

The Card remains our property.

You must destroy or return the Card to us upon:

- (1) receiving notice from us cancelling the Card;
- (2) closure of the Account;
- (3) revocation of your authority to operate on the Accounts; or
- (4) you notifying us in writing that at least two signatories are required to operate the Account.

## 27. Transactions

27.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that equipment. Where we are the operator of the Electronic Equipment, a Transaction made after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day may be processed on the following Business Day.

27.2 No withdrawal, transfer or payment from an Account may be made which exceeds the credit balance of that Account or any agreed line of credit.

27.3 We shall not be responsible to you for any loss incurred by you in any of the following situations:

- (1) you do not have sufficient funds in your Account to make a funds transfer or payment;
- (2) an order of court directs us to prohibit funds transfers or payments from the relevant Account;
- (3) your Account is closed or your Account (or any funds in it) has been frozen;
- (4) the funds transfer or payment causes your Account balance to go over the credit limit or any credit arrangements set up to cover overdrafts in your Account;

- (5) you have not provided us with complete and correct payment information, including without limitation the name, address, account(s) number, and payment amounts for the payee;;
- (6) you did not correctly use any Electronic Equipment including Internet Banking; or
- (7) circumstances beyond our reasonable control prevent the funds transfer or payment, despite reasonable precautions taken by u.

## 28. Printed Transaction Record

When you or an Additional Cardholder complete a Transaction through Electronic Equipment you or an Additional Cardholder (as applicable) should print a Transaction record. You or an Additional Cardholder (as applicable) should check the record to ensure that it reflects the Transactions correctly.

## C. Internet Banking

### 29. Application

You and any Additional Cardholder may access your Accounts on the Internet using the Internet Banking facility.

### 30. Gaining Access To and Use of Internet Banking

- 30.1 You understand that you or any Additional Cardholder will gain access to Internet Banking through the Access Service Provider in the country from where you access Internet Banking, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by that Access Service Provider.
- 30.2 Supply and maintenance of any equipment necessary to enable you and any Additional Cardholder to use Internet Banking (including any hardware and

software) and maintenance of an account with an Access Service Provider to enable you to use Internet Banking, is solely your responsibility.

30.3 You must, and must ensure any Additional Cardholder will:

- (1) take reasonable steps to maintain the security of your hardware and software; and
- (2) sign off / log off Internet Banking before leaving a computer, mobile phone or other handheld device used to access Internet Banking unattended.

### 31. Use Of Electronic Mail

Neither you nor any Additional Cardholder can use electronic messages to initiate or conduct Transactions on your Account. For Transactions, please use the appropriate functions within Internet Banking, call the Customer Contact Centre, visit a Bank of Queensland branch, an Australia Post office or an ATM to conduct your banking Transactions.

### 32. Currency of Information

32.1 Unless advised otherwise by us, Account information through Internet Banking will reflect the position at the close of business on the previous Business Day.

32.2 We will do everything possible to ensure that Internet Banking is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Internet Banking We do not promise that your experience of Internet Banking will be uninterrupted and that information available will be correct and up to date in the event of temporary failure of Internet Banking. In the event of such unavailability, you may

use other Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office, during their hours of operation to make a payment to the Account.

### 33. Transfers and Payments

33.1 You may need to obtain from us and enter an Online Authorisation Code before being able to transfer funds from your Account to a new payee. Follow the instructions in relation to adding and activating a payee on Internet Banking.

33.2 Funds can be transferred between any of your accounts. A funds transfer constitutes a cash advance from the account from which you make the transfer or payment and a deposit to the account to which you make the transfer or payment. . If you make a transfer after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day your Transaction may not be processed until the following Business Day.

33.3 If you are transferring or paying funds into either your own account or a third party account held with us in Australia, your payee will receive funds immediately. If you are transferring to an account held by us, any of our parent, subsidiary or affiliate companies outside Australia (for which online processing of transfers is enabled) then your payee will normally receive funds almost immediately after the transfer being effected, but may in some cases (depending upon the availability of processing facilities at the destination) take a maximum of 24 hours. If you are transferring funds to an account held with some other bank in Australia then, depending at what time of the day the request is made, funds may not be treated as received until up to three Business Days following your request.

Please be aware that we do not promise that the funds will be received by the times referred to in this clause where there are circumstances beyond our reasonable control that prevent receipt. For examples of relevant circumstances, see clause 12 "Extent of Liability".

#### **34. BPAY®**

The BPAY® service is available through Internet Banking. Refer to the separate BPAY® terms below for terms and conditions of use.

#### **35. No Warranty for the Accuracy of Third Party Information**

Where we as part of Internet Banking provide you with any information which we obtain from any third party, we do not thereby warrant the accuracy or completeness of any such third party information.

#### **D. Customer Contact Centre**

##### **36. Application**

36.1 You may use the Customer Contact Centre to access your Account subject to the Account Conditions.

36.2 You can access the Customer Contact Centre on **1300 55 72 72** (within Australia) or **+61 7 3336 2222** (from outside Australia).

##### **37. Currency of Information**

37.1 Unless advised otherwise by us, Account information through the Customer Contact Centre will reflect the position at the close of business on the previous Business Day.

37.2 We will do everything possible to ensure that the Customer Contact Centre is available 7am to 7pm local time, Monday to Saturday and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of the Customer Contact Centre. We do not promise that your experience of

the Customer Contact Centre will be uninterrupted and that information available will be correct and up to date in the event of temporary failures of the Customer Service Centre. In the event of such unavailability, you may use other Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office, during their hours of operation to make a payment to the Account.

##### **38. Transfers and Payments**

Clauses 33.2 and 33.3 of Section C also apply to the Customer Contact Centre..

##### **39. Transaction Record**

When you or an Additional Cardholder make a Transaction through the Customer Contact Centre, we will provide a Transaction reference number which acts as a receipt. We recommend that you or an Additional Cardholder (as applicable) write this number down. It should be quoted if you have any queries.

##### **40. Call Costs**

You can call from anywhere in Australia for the cost of a local call. Otherwise, normal overseas and mobile call rates apply

#### **E. Direct Debits**

##### **41. Application**

41.1 You may arrange to make regular payments from your Account using Direct Debit Request facilities

41.2 You can authorise a debit user, who may be a Merchant or other service provider, to debit amounts from your Account, as and when you owe those amounts to the debit user. This is called a Direct Debit arrangement. The Merchant or service provider will provide you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.

41.3 Details regarding timing of a direct debit will be outlined in the Direct Debit Request Service Agreement the Merchant or service provider has supplied to you

## **42. Available Credit**

42.1 Before each direct debit you must ensure that you have sufficient available credit in your Account, from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a Business Day, that credit must be available by close of business on the previous Business Day.

42.2 If your Account has insufficient credit to cover the amount of the payment we may honour the transaction. By honouring a transaction this may cause your Account to become overlimit. This does not constitute our authorisation or agreement for the Account to be overlimit and you should refer to your Account Conditions for information on overlimit accounts.

## **43. Cancelling Recurring Instructions**

43.1 You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Merchant or a service provider.

43.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a transaction if a Merchant or a service provider has not acted in accordance with your instructions.

43.3 If your Account is closed or your Card number is changed, for example as a result of your previous Card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements.

## **F. BPAY®**

### **44. Application**

44.1 We are a member of the BPAY® Scheme which is an electronic payments scheme through which you and Additional Cardholders can ask us to make payment on your behalf to Billers who accept BPAY® Payments. We will notify you if we cease to be a member of the BPAY® Scheme.

44.2 BPAY® is available through Internet Banking

### **45. Payments**

45.1 We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.

45.2 You or an Additional Cardholder should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 45.6) when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account. Clauses 47, 48 and 49 describes when and how we will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to you.

45.3 Subject to clause 58 - Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you or an Additional Cardholder make will be treated as received by the Biller to whom it is directed;

- (1) on the date you make that BPAY® Payment, if you or an Additional Cardholder tell us to make the BPAY® Payment before our 4pm (EST) on a Banking Business Day;
- (2) on the next Banking Business Day, if you tell us to make a BPAY® Payment after 4pm (EST) on a Banking Business Day, or on a non Banking Business Day; or
- (3) if available on the day you have nominated for a scheduled payment to take place or where this day is not a Banking Business Day on the next Banking Business Day.

45.4 Delay may occur in processing a BPAY® Payment where:

- (1) there is a public or bank holiday on the day after you or an Additional Cardholder tell us to make a BPAY® Payment;
- (2) you or an Additional Cardholder tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after the 4pm (EST) on a Banking Business Day;
- (3) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (4) a Biller fails to comply with its obligations under the BPAY® Scheme.

45.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 45.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

45.6 You and any Additional Cardholder must be careful to ensure that you tell us the correct amount you or an Additional Cardholder wish to pay. If you or an

Additional Cardholder instruct us to make a BPAY® Payment and later discover that the amount you or an Additional Cardholder told us to pay was less than the amount needed to pay, another BPAY® Payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

45.7 If you or an Additional Cardholder discover that the amount you or an Additional Cardholder instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund.

#### **46. Liability and EFT Code**

If under this clause 46 you are liable for an unauthorised or fraudulent payment made on or after 1 April 2002 and the Electronic Funds Transfer Code of Conduct applies, then your liability is limited to the lesser of:

- (1) the amount of that unauthorised or fraudulent payment; and
- (2) the limit (if any) of your liability set out in the Account Conditions.

If (2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

#### **47. Mistaken Payments, Unauthorised Transactions and Fraud**

We will attempt to make sure that your or an Additional Cardholder's BPAY® Payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom the BPAY® Payments are to be made. You or any Additional Cardholder must promptly tell us if:

- (1) you or an Additional Cardholder become aware of any delays or mistakes in processing your BPAY® Payments;
- (2) if you or an Additional Cardholder did not authorise a BPAY® Payment that has been made from your Account; or

- (3) if you or an Additional Cardholder think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in this clause. However, except as set out in clause 46 and clause 23 and to the extent that a Transaction was permitted by you, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you or an Additional Cardholder tell us of the error and the date of your BPAY® Payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

#### **48. Mistaken Payments**

If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your or any Additional Cardholder's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Cardholder were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

#### **49. Unauthorised Payments**

If a BPAY® Payment is made in accordance with a payment direction, which appeared to us to

be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (1) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

#### **50. Fraudulent Payments**

If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

#### **51. Resolution Principles**

If a BPAY® Payment you or any Additional Cardholder have made falls within the type described in clause 49 and also clause 48 or 50, then we will apply the principles stated in clause 49. If a BPAY® Payment you or any Additional Cardholder have made falls within both the types described in clauses 48 and 50, then we will apply the principles stated in clause 50.

#### **52. No "Chargebacks"**

Except where a BPAY® Payment is a mistaken payment referred to in clause 48, an unauthorised payment referred to in clause 49, or a fraudulent payment referred to in clause 50, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme

where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

## IMPORTANT

Even though your BPAY® Payment has been made using a credit card, no “chargeback” rights will be available under the card scheme rules.

### 53. Biller Consent

If you or an Additional Cardholder tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the 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

### 54. How to use the BPAY® Scheme

54.1 You and any Additional Cardholder must comply with the Account Conditions applying to the Account to which you request us to debit a BPAY® Payment, to the extent that those Account Conditions are not inconsistent with or expressly overridden by the BPAY® terms. The BPAY® terms set out below are in addition to those terms. If there is any inconsistency between the Account Conditions and the BPAY® terms, the BPAY® terms will apply to the extent of that inconsistency.

54.2 When a credit card is used to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase Transaction.

54.3 The receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

### 55. Valid Payment Direction

We will treat your or any Additional Cardholder's instruction to make a BPAY® Payment as valid if, when you give it to us you comply with the security procedures specified in these Terms and Conditions and the Credit Card Terms and Conditions.

### 56. Information You Must Give Us

The information you or any Additional Cardholder must give us to instruct us to make a BPAY® Payment is:

- (1) the Biller Code written on the bill near the BPAY® Logo, and the customer reference number; and
- (2) the Account from which you wish to make the payment; and
- (3) the amount of the payment you wish to make.

We are not obliged to effect a BPAY® Payment if we are not given all of the above information or if any of the information given to us is inaccurate

### 57. Payment Queries

57.1 Refer to your Account Conditions for information about how we handle your complaints and disputes.

57.2 If in relation to a Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the Transaction which is the subject of the complaint..

## 58. Cut Off Times

Generally, any withdrawal or deposit will be processed on the day the instructions are received, provided your instructions are complete and received by us before 4pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any Transaction outside these times may be processed on the following Business Day. A payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details.

## 59. When a Biller Cannot Process a Payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (1) advise you of this;
- (2) credit your Account with the amount of the BPAY® Payment; and
- (3) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

## 60. Account Records

You should check your Account records carefully and promptly report to us as soon as you become aware of them any BPAY® Payments that you think are errors or are BPAY® Payments that you did not authorise or you think were made by someone else without your permission.

## 61. Privacy

62.1 If you register to use the BPAY® Scheme, you and any Additional Cardholder:

- (1) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them

from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
- (b) such of your transactional information as is necessary to process your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

61.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in clause 61.1, as necessary.

61.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their BPAY® Contact Details or Cardlink Contact Details listed in the Definitions clause 1. If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment.

For more information on Bank of Queensland Credit Cards or your Account visit us at [boq.com.au](http://boq.com.au) or call 1300 55 72 72

In the event of an emergency overseas please call 24 hours a day, 7 days a week +61 7 3336 2222