

# PERSONAL LENDING SUPPLEMENTARY TERMS AND CONDITIONS

Home Loans, Lines of Credit, Personal Loans, Personal Overdrafts

July 2019





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# 1. INTRODUCTION

## 1.1 WELCOME TO BOQ

The terms that govern the way you bank with us are set out in this booklet, *Personal Banking Guide to Fees and Charges*, *Electronic Banking Terms and Conditions* (if applicable) and the *Loan Schedule and General Conditions* that apply to your facility.

We encourage you to take time to read this booklet 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 HOW DOES THIS DOCUMENT AFFECT YOU?

You receive and agree to these terms and conditions as agent for anyone operating on your Account. You must pass on these terms and conditions to each of those persons.

## 1.3 NEED TO KNOW MORE?

You can contact us at any time if you would like any further information, or a copy of the current *Personal Banking Guide to Fees and Charges*, *Electronic Banking Terms and Conditions* (if applicable) or our current interest rates by:

- calling our Customer Contact Centre on 1300 55 72 72;
- visiting our website at [boq.com.au](http://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.

## 2. ACCOUNT

### 2.1 OPENING AN ACCOUNT

#### (a) What we need from you

You can apply for an Account by signing an application form which authorises us to open the Account if approved. We will also need to know:

- your name, date of birth, address and occupation;
- details of the name of the Account;
- whether the Account will be held in trust;
- details of all signatories to the Account;
- details of your beneficial owner including name, address and date of birth.
- any other name by which you or any signatories may be known (such as a maiden name); and
- in the case of a lending facility, sufficient information to enable us to assess your ability to repay the facility.

#### (b) New Customers

If you are not already our customer, please contact one of our branches to determine what identification is required to open your Account.

Generally, you can satisfy our identification requirements by providing the following:

- i. A current Australian drivers licence; and
- ii. A valid Australian passport.

#### (c) Joint Accounts

You can open a joint Account with other people.

If your Account is a joint Account you receive and agree to these terms and conditions as agent for all other Account holders, and anyone operating on the Account. You must pass on these terms and conditions to each of those persons.

You and the other joint holders must advise us how the Account is to be operated. If you want to change the way the Account is operated, you must notify us in writing.

You (or any other joint holder) can tell us in writing that the Account requires the signatures of all joint holders. If you do, we will dishonour a cheque or withdrawal that is not authorised by all joint holders. We will also stop the use of all Cards on that Account. If we ask you to, you must return them to us. If you or any other joint holders use your Cards to withdraw money from the joint Account before they are returned to us, you will be liable for those transactions. If you tell us that the Account requires the signatures of all joint holders, certain Account features may not be available or may be deactivated in internet banking.

Before you open a joint Account, you should understand that:

- each of you is liable for the debts on the Account;
- if the Account is overdrawn each of you are liable to pay us the overdrawn amount;
- if any joint holder dies, we can treat the credit balance in the Account as owing to the rest of you; and
- we can deposit to your joint Account any cheques payable to any one or more of the joint holders.

Electronic Redraw is automatically available on eligible Home Loans (Variable Rate Home Loans and 1 Year Fixed Home Loans).

To enable this service you must have an eligible Home Loan product, Online Banking access and additional funds available for redraw on your Loan above the minimum monthly scheduled repayment. It is important to understand that if you choose to convert your Loan or currently have a fixed rate loan, once converted, electronic redraw may automatically be made available to you. If you do not require Electronic Redraw or have a joint account and do not wish for any account holder to have electronic redraw, you can nominate for electronic redraw to be deactivated by signing the deactivation form at one of our branches. This will deactivate electronic redraw under the current Home Loan product held. If you have a joint Loan Account and tell us that all account holders must approve withdrawals from redraw, Electronic Redraw will not be available to you. Where Electronic Redraw is not available and borrowers require access to redraw, redraw is still available to you via any BOQ Branch by completing the Redraw of Advanced Payments form by all borrowers. Electronic redraw is not available on Personal Loans.

### 2.2 ALLOWING OTHERS TO USE YOUR ACCOUNT

#### (a) General

If you tell us in writing, we will allow another person to use your Account. You are liable for all debts incurred by that person using your Account. Those debts include any overdrawn amounts and interest on those amounts.

You can allow another person to only deposit to your Account. Deposits can be made to your account by deposit slips, EasyPhone Banking, Internet Banking or direct credits.

#### (b) What can an authorised person do?

If you authorise another person to use your Account, that person can do most things that you could do yourself. For example, they can:

- draw cheques on your Account;
- order cheque books;
- stop, or remove a stop on, cheques on your Account;
- overdraw your Account;

- order additional statements;
- get any information from us about your Account;
- authorise us to make payments from your Account;
- nominate your Credit Card Account as a Nominated Account on their personal EasyPhone Banking or Enhanced Internet Banking or Internet Banking profile;
- deal in foreign currencies;
- sign guarantees, indemnities or any other documents to protect us in relation to missing documents, or any guarantees or undertakings given by us for you;
- use any documents or property that we hold in your name and tell us how to deal with them (including securities, debentures and safe custody packets); and
- give us valid receipts on your behalf.
- The authorised person will not be able to:
  - open new Accounts in your name;
  - alter the details;
  - authorize any other person to operate on the Account; or
  - close the Account.

**(c) Cancelling the authority**

You can cancel the authority at any time. We will act on this request as soon as we are notified of the cancellation. You will, however, be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the Account; and
- any future dated payments, cheques or authorities established by the person you authorized prior to the cancellation of the authority.

We can also cancel the person's authority to operate the Account.

## 2.3 OPERATING YOUR ACCOUNT

### (a) Account information

You can get Account information in a number of ways, including through our branches, on the phone or over the Internet. Accessing this information can incur a fee, depending on the type of service you choose and the frequency of your request (refer to *Personal Banking Guide to Fees and Charges*.)

If you have a Line of Credit or Personal Overdraft, we will give you a statement at least every 3 months. You can request that statements be provided to you more frequently. Monthly statements are provided at no extra cost. For all other Accounts we will give you a statement at least every 6 months.

The statement shows the transactions that have been made on your Account since your last statement. Some transactions may not appear on the statement you receive in the mail, because those transactions have been credited or debited to your Account after the statement was produced.

Your statement contains important information about your Account. You should note that:

- Entries on your statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorized by you, you should contact us as soon as possible.
- You should keep receipts of all your transactions, so that you can check these receipts against your statement. Receipts will be available for each branch, ATM, EasyPhone Banking, Internet Banking, EFTPOS and Visa Debit transaction that you conduct.

#### How to obtain information on your Account transactions \*

Type of information	Description	Fee applicable	Transactions available
Regular Account statement	The statement that we regularly provide	No	All transactions since your last regular Account statement
Additional copies of your regular Account statement (duplicate statement)	If you want extra copies of your regular Account statement sent to you or another person, you will need to tell us. We will commence mailing an additional statement as requested by you from the next regular statement date following your advice to us.	Yes	All transactions contained on your regular Account statement
Repeat statement	If you need an extra copy of a statement that has already been issued to you, you can order a repeat statement from a branch.	Yes	All transactions contained on your regular Account statement
Transaction history enquiry Internet Banking	A list of transactions which you can view or print from our website.	No	Details of your transactions for up to 6 months.
Transaction history enquiry EasyPhone Banking	A list of transactions which you can listen to over the phone.	No	Details of up to your last 10 deposits and up to your last 10 withdrawals.
Ad hoc Account statement Internet Banking	The statement for your Transaction Account that you request to be mailed to you (and any other person who normally receives this statement) from Internet Banking.	No	All transactions since your last mailed statement
Ad hoc Account statement EasyPhone Banking	The statement for your Transaction Account that you request to be mailed to you (and any other person who normally receives this statement) from EasyPhone Banking.	No	All transactions since your last mailed statement
Transaction list Branch	A list of transactions available on request over the counter at any branch.	Yes	All transactions since your last regular statement
Direct Entry History Report	A list of Direct Credit/Debit transactions, Authority Payments and Internet Pay Anyone transactions	No	Details of Direct Entry transactions for the past 13 months

\* For terms and conditions applying to EasyPhone Banking and Internet Banking, refer to *Electronic Banking Terms and Conditions*

Details of fees payable are set out in *Personal Banking Guide to Fees and Charges*.

You obtain a balance on your Account by making enquiry through branches, EasyPhone Banking, Internet Banking or our Customer Contact Centre. You can also obtain a balance on Personal Overdrafts and Line of Credit Facilities at ATMs. Some balance enquiries may incur a fee.

**(b) Making deposits to your Account**

You can make deposits to your Account in any of the following ways:

- at a branch;
- through some of our ATMs (Personal Overdrafts and Line of Credit Facilities only);
- by mail;
- through Internet Banking or EasyPhone Banking (excluding Interest Prepaid Home Loans);
- through direct credits or periodical payments; or
- through our EasyCheque Deposit facility.

Further information on these deposit methods is set out below, or in Section 3.

i. Deposits through ATMs and branches

If you make a deposit through any of our ATMs or one of our branches, we will be responsible for the physical security of those funds from the time of the deposit. However, we must verify the amount of the deposit before crediting it to your Account. If there is any difference between what you say has been deposited to your Account, and what we have confirmed has been deposited, we will tell you the amount credited to your Account as soon as possible.

If you are depositing cash through an ATM, you must ensure that only notes, and not coins, are deposited. Cash deposited through an ATM will only be available for withdrawal once we have credited the amount to your Account.

ii. EasyCheque deposits

EasyCheque Deposit facilities are available at many of our branches. Only cheque deposits are accepted through our branch EasyCheque Deposits facility (no cash or coin is accepted).

Cheques must be made payable to the Account holder or correctly endorsed to that person. Third party cheques that are not endorsed or verified might not be processed.

Deposits will not be accepted to accounts held at other financial institutions.

Cheque deposits will generally be processed on the Bank Business Day that they are deposited. However, proceeds will not be available until the cheque has cleared. Deposits made on Thursday evenings after 4.00 p.m. or on Saturdays will be processed on the next Bank Business Day.

Details of fees payable on cheques deposited through the EasyCheque deposit facility are set out in *Personal Banking Guide to Fees and Charges*.

**(c) Making withdrawals from your Account**

You must not withdraw more than the available funds in your Account unless you make prior arrangements with us or have an approved limit.

If you wish to withdraw a large amount of cash at a branch, the branch must be given at least 24 hours' notice.

Information on the Payment Services available for your Account (including those that allow you to make withdrawals) is set out in section 3.

**(d) Overdrawing your Account**

If you have overdrawn your Account or exceeded your limit without our prior written approval, including where cheques you have deposited are dishonoured or transfer orders you have arranged with us are paid, you must immediately deposit funds to bring the Account back into order or within your approved limit. If your Account remains overdrawn for more than 60 days, we may commence enforcement action and report your default to a credit reporting agency. It is your responsibility to ensure you have sufficient cleared funds in your account to meet any regular payment and report your default to a credit reporting agency. It is your responsibility to ensure you have sufficient cleared funds in your account to meet any regular payment arrangements and/or cheques. If your prior end-of-day balance is insufficient to honour any or all of your regular payment arrangements and/or cheques these transactions may be dishonoured, and we may charge you a fee.

We can charge you interest and extra fees where your Account is overdrawn or over your limit. You can find more information on the fees and interest that will be charged in respect of overlimit Accounts in your Loan Agreement.

## 2.4 ORGANISING A PERSONAL OVERDRAFT

You may apply for a Personal Overdraft on your transaction accounts. If your application is approved, we will allow you to overdraw the account up to the approved limit. You are not required to make any minimum repayments to us, however you must ensure that you do not exceed the overdraft limit, and if you do, you must immediately pay to us the amount by which you have exceeded the overdraft limit. We may charge additional interest and fees where the agreed overdraft limit has been exceeded.

## 2.5 WHEN YOU STOP USING YOUR ACCOUNT

The interest rate that is applicable to your Account is set out in your Loan Agreement. The way in which your debit interest is calculated and debited to your Account is also set out in your Loan Agreement.

Credit interest is paid on Personal Overdrafts. The applicable interest rates are set out in *Personal Deposits – Interest Rates*. Information about any interest rates is available on request.

### How the interest you earn is calculated and paid

Credit interest is calculated on the daily closing balance using the following formula:

$$\text{Daily Closing Balance} \times \frac{\text{Interest Rate}}{365} = \text{Interest}$$

We calculate this interest:

- from and including the day that funds are deposited to the Account; and
- on the daily balance in the Account.

We pay interest monthly on the last day of the month.

## 2.6 STOPPING A PAYMENT

Details on how to stop various types of payments are set out in section 3.

## 2.7 WHEN YOU STOP USING YOUR ACCOUNT

### (a) Unclaimed money

If your Account has not been transacted on by way of a deposit or a withdrawal, excluding any bank charges or interest, for 3 years or more then we must treat the funds in your Account as “unclaimed money”. This means that we will be required to forward any credit balances of \$500 or more to the Commonwealth Government (or any other amount that the Commonwealth Government advises from time to time). We will also close your Account at that time.

We will attempt to contact you in writing prior to the account closure to inform you of the actions required to keep the account open, or alternatively allow you to discuss other account options that may be more suitable to your needs.

## 2.8 WHEN WE CAN OPERATE ON YOUR ACCOUNT

In certain circumstances, we can operate on your Account to make drawings on your Account to pay ourselves interest, fees and charges where you owe them to us. We can also correct mistakes on your Account, without any prior notice to you.

We can determine the order of priority of payments from the funds in your Account.

## 2.9 OUR RIGHT TO COMBINE ACCOUNTS

We can combine the balances of two or more of your Accounts, even if the Accounts are held at different branches or in joint names. For example, if your cheque Account has an unauthorised overdraw, we might use money in your Transaction Account to reduce the amount you owe on the cheque Account. However, this would not happen where, for example:

- we know the Accounts are not held by you in the same capacity (e.g. where you have a personal Account and also an Account as trustee for a child);
- your debt to us arises from some business other than banking (e.g. a travel services business);
- we have specifically agreed to keep your Accounts separate; or
- we are bound by a Code of Conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments).

We will tell you if we have combined any of your accounts. We do not have to notify you before we exercise our right of combination.

You should not assume that an unauthorised overdrawn account will be combined by us with an account that is in credit (eg in order to cover cheques you have drawn on the overdrawn account) unless we have agreed to do so.

## 2.10 CLOSING ACCOUNTS

If you ask us to, we will usually close an Account that is in credit.

We can close an Account that is in credit by giving you reasonable notice. If we do, we will pay you the credit balance after allowing for accrued interest, fees and charges.

If we close an Account, we may charge you an amount that is a reasonable estimate of our costs of closure.

**(a) How we calculate your closing balance if your Account is in credit**

The credit balance of your Account is calculated as the current balance plus any deposit interest, less any accrued Account fees, debit interest and government charges applicable up to the closing date. Any monthly or quarterly fees will apply even though the Account has been open for only part of the month or quarter.

**(b) How we calculate your closing balance if there are uncleared funds or your Account is in debit**

If there are any uncleared funds in your Account at the time you ask us to close it, we are unable to pay those funds to you until they are cleared. If your Account has a debit balance, you must pay to us the balance plus any accrued debit interest, any early repayment fees, Account fees including monthly or quarterly fees, any other fees and any government charges less any credit interest applicable up to the closing date.

**(c) What you must do when you close your Account**

If we ask you to, you must give us all unused cheque forms and any Card that you or any other person uses with the Account. You should cancel any periodical debits from your Account.

# 3. PAYMENT SERVICES

## 3.1 PAYMENT SERVICES

Payment Services are available on many of our products, including transaction, investment and loan products. These terms and conditions deal only with Payment Services as they apply to Accounts described in these terms and conditions.

The following Payment Services are available:

		Clear Path Variable Rate Home Loan	Standard Variable Rate Home Loan	Economy Home Loan	Discount Variable Rate Home Loan (including First Start Home Loan)	Fixed Rate Home Loan	Line of Credit Facility (including Clear Path Line of Credit and Help 1 & 2)	Interest Prepaid Home Loan	Personal Loan	Personal Overdraft
Branches	Deposits	✓	✓	✓	✓	✓	✓		✓	✓
	Withdrawals						✓			✓
	Redraw	✓	✓	✓	✓					
	Get a Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓
ATMs	Enquiries (including balances)						✓			✓
	Deposits						✓			✓
	Withdrawals						✓			✓
EasyPhone Banking (on nominated accounts)	Enquiries (including balances)	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Transfer	✓	✓	✓	✓		✓			✓
	BPAY®	✓	✓	✓	✓		✓			✓
	Transaction History	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Request Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internet Banking	Enquiries (including balances)	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Transfer	✓	✓	✓	✓		✓			✓
	BPAY®	✓	✓	✓	✓		✓			✓
	Pay Anyone	✓	✓	✓	✓		✓			✓
	Transaction History	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Request Statement	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Redraw (subject to approval)	✓	✓	✓	✓					
EFTPOS	Withdrawals						✓			✓
Visa Debit – Account linked to Visa Debit Card	Withdrawals									✓
	Direct Debit									✓
	International ATM/ EFTPOS access									✓
	Online & Telephone purchases									✓
Mail	Deposits	✓	✓	✓	✓	✓		✓	✓	
Cheque Facility	Withdrawals						✓		✓	
Direct Debits	Withdrawals						✓		✓	
Transfer Orders	Withdrawals						✓		✓	

For Terms and Conditions applying to Internet Banking refer to *Electronic Banking Terms and Conditions*

### 3.2 RELATED ACCOUNT USERS

In this section, a reference to “you” includes all Related Account Users using your Account where the context allows, unless stated otherwise, and “your” has a corresponding meaning.

### 3.3 BRANCHES

At a branch you can:

- apply for an Account;
- check Account balances;
- get details of recent transactions;
- order a statement;
- order a transaction list;
- make withdrawals;
- request redraw;
- transfer funds;
- cash cheques;
- ask for information about products;
- sign up for Internet Banking;
- sign up for EasyPhone Banking; and
- get a quote for insurance.

### 3.4 ATMS

#### (a) Features and benefits

A card can be used to access your Nominated Accounts at any ATM that accepts our Cards. Details of which Accounts can be nominated for ATM access are set out in section 3.1.

You will find our ATMs outside many branches and at other convenient locations.

Using a Card and PIN you can:

- withdraw cash;
- deposit cash (notes only) and cheques (excluding Credit Card accounts);
- transfer money between linked Nominate Accounts; and
- check Account balances.

#### (b) Risks

You should ensure that other people do not observe you entering your PIN. Once your PIN is known by another person, they may be able to make Unauthorized Transactions on your Nominated Accounts. In some circumstances you will be liable for those transactions (refer to section 4).

#### (c) Some rules about ATMs

You can withdraw cash from your Nominated Accounts using the ATMs of most other financial institutions, except where government regulations prevent this. You can also check your Account balances.

When using one of our ATMs, the minimum cash withdrawal in any transaction is \$20 (subject to the necessary note denominations being available).

The maximum amount of cash you can get through ATMs on any one day is a total of \$1,000 per Card. EFTPOS has its own limits – see section 3.7 and 3.13.

The maximum amount of cash you can withdraw through ATMs on any one day using a Credit Card to access your account is \$1,000 per Credit Card per day.

If you request that your overdraft or Line of Credit Facility be accessible through ATMs, you should be aware that Unauthorized Transactions may be made from these accounts. However, the daily transaction limit set out above is the maximum amount that an unauthorized person.

When another financial institution’s ATM is used, the maximum and minimum withdrawal amounts are determined according to the relevant institution and you may incur an ATM Operator fee for each transaction. If an ATM screen at a point in the transaction which allows you to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries. We are not responsible for any restrictions or conditions on the use of an ATM imposed by any other financial institution.

ATM transactions are processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

## 3.5 CHEQUES

### (a) Features and benefits

Cheques allow to make payments to other parties if you do not wish to pay by cash or electronic means. Cheque payments can only be made if your Account allows for cheque access. Details of which Accounts can have cheque facilities are set out in section 3.1.

### (b) Cheque access

If you choose to have cheque access on your Account, a cheque book will be mailed to you.

### (c) Risks

You can stop a cheque being paid by following the instructions set out in section 3.5(d)(x) but if the cheque has already been paid, your Account will be debited for the amount of the cheque you have drawn.

If you issue a cheque with the words "or bearer" included on it, any person who has possession of it may obtain payment of the cheque, even if that person found it or stole it. If you cross out the words "or bearer", only the person named on the cheque can obtain payment.

If you cross a cheque (ie draw two parallel lines across the surface of the cheque), you are instructing us not to cash it over the counter. If you do not cross the cheque, we may cash the cheque over the counter at any of our branches.

If you mark a cheque "not negotiable", where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. If the cheque is not marked "not negotiable", a person who innocently obtains the cheque from someone not entitled to it may obtain payment of the cheque.

You are responsible for ensuring that your cheques are filled out so as not to mislead us or make it easy for someone else to alter your cheque. Instructions on how to minimise the risk of unauthorised alteration of cheques are set out in section 3.5(d)(xi).

If your cheque is unpaid or "dishonoured", we will not pay the cheque. The person to whom you have given the cheque will be told by their bank that the cheque has been dishonoured. We will charge you a fee when your cheque is dishonoured.

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### (d) Other important information

#### i. What is a cheque?

A cheque is a written order to a financial institution to pay a sum of money on demand.

#### ii. Time taken for clearing a cheque

Cheque clearance involves several steps, which can take a number of days. The usual time for clearance of a cheque is between 3 and 5 Business Days. You should ask us for an estimate of the time it will take if you need to know.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your Account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

#### iii. How a cheque may be specially cleared

If you want a cheque cleared quickly, you can ask us for a special clearance. You must ask for the special clearance at the time you deposit the cheque. You should ask for an estimate of the time it will take and the cost.

Our fee for a special clearance covers the extra administrative costs involved in making a special clearance request to the financial institution where the cheque is held (including a possible courier charge).

#### iv. Third party cheque deposits

Cheques can normally only be deposited into the Account of the person or company named as the payee on the cheque.

If you are depositing a cheque to your Account, and you are not the person named in the cheque, please ensure that the payee transfers ownership of the cheque to you by signing the back of the cheque in the following manner:

Please pay [your Account name]  
Signed [payee's signature]

We can ask you at the time you deposit the cheque, how you received the cheque, and make enquiries with the payee or the person who drew the cheque, to ensure that the cheque has not been lost or stolen.

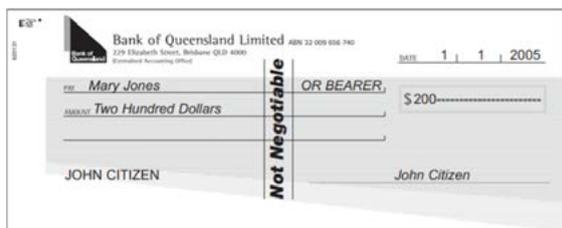
If the cheque has not been properly signed over, or if a satisfactory explanation as to how you received the cheque has not been given to us, we may refuse to accept the deposit.

v. What is the effect of crossing a cheque?

If you cross a cheque you are telling a financial institution not to cash it over the counter. The cheque must be paid to a customer's account at a financial institution. If a financial institution does cash the cheque it can be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque two parallel lines, with or without the words "not negotiable" between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

This is an example of a properly crossed cheque:



vi. How to open a crossed cheque

Once a cheque has been crossed, it can only be "opened" by the person who originally made out the cheque. By opening the cheque, the holder of the cheque will be open to cash it over the counter at a financial institution. A cheque can be opened by striking out the crossing, adding the words "pay cash" and then signing (not initialling) the alteration.

vii. What is the meaning of "not negotiable"?

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque.

In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque was stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

viii. What is the meaning of "account payee only"?

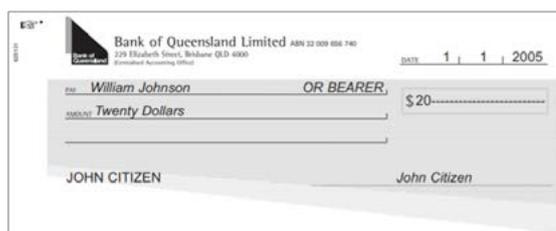
These words on a cheque are a warning to a financial institution with whom the cheque is deposited that the cheque should be paid only to the person named on the cheque as payee. If that financial institution pays a different person, it can be liable to the true owner, unless the financial institution acted in good faith and without negligence (e.g. by making enquiries and receiving a reasonable explanation).

The words "account payee only" do not prevent the transfer of a cheque.

ix. What is the significance of deleting "or bearer"?

Cheques are generally printed with the words "or bearer" appearing at the end of the line on which you put the name of the person to be paid.

For example:



The words "or bearer" mean that (except in cases where the cheque is crossed and must therefore be collected by a financial institution) we have authority to pay it to any person in possession of it, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an "order" cheque, the simplest course is to cross out the words "or bearer" which are printed on the cheque. The words "to the order of" can also be inserted before the name of the payee, but if this is done the words "or bearer" must still be crossed out.

If the cheque is an "order" cheque then we only pay it to:

- the named payee; or
- any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

This is an example of a cheque made payable to "order":



x. How and when can a cheque be stopped?

You can stop payment of a cheque you have written by telling us before the cheque is paid by us. Speed is important. You can tell us initially by telephone. This will put a hold on your cheque for a short time until you give us written instructions. You can do this at any of our branches. You should identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable. Details of our fees for this service are set out in *Personal Banking Guide to Fees and Charges*.

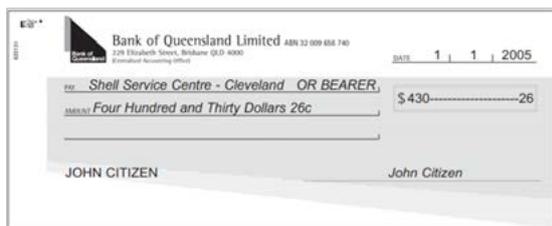
xi. Reducing the risk of unauthorised alteration

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque.

You should:

- not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;
- never sign a cheque before it is used or filled out; and
- always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

This is an example of a cheque made out correctly:



xii. Cheques unpaid or “dishonoured”

Your cheque could be returned unpaid or “dishonoured” in certain circumstances, such as where:

- there is not enough money in your Account to cover the cheque;
- there is some irregularity with your cheque. For example your cheque is unsigned, is more than 15 months old, is post-dated (ie bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not signed the alteration;
- you have instructed us to stop payment of your cheque;
- we have received notice of your mental incapacity, or of your death;
- we have stopped all transactions on your Account; or
- we have frozen your Account where required by law or court order.

If we dishonour your cheque, we will not pay the cheque and will charge you a fee.

If a cheque you have deposited is dishonoured, we will tell you. We will reduce the balance of your Account by the amount of the cheque if we have already credited your Account with that amount. We will also charge you a fee.

Details of our fees for dishonours are set out in *Personal Banking Guide to Fees and Charges*.

### 3.6 BANK CHEQUES

#### (a) Features and benefits

A “bank cheque” is a cheque that a bank draws on itself.

Bank cheques are generally treated in the same way as ordinary cheques. Although many people regard bank cheques as cash, in certain circumstances the bank cheque might not be paid by the bank that issues it. Banks who are members of the Australian Banking Association (including us) have adopted the following policy in relation to bank cheques:

i. Forged or unauthorised bank cheques

If the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable to honour it.

ii. Bank cheque materially altered

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who wants to verify that the cheque is a valid bank cheque.

iii. Bank cheque reported lost or stolen

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank can provide a replacement bank cheque for a fee.

iv. Court order restraining payment

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

v. Failure of consideration for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer’s cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque if the person presenting the bank cheque for payment:

- has not given value for it (e.g. the bank cheque is stolen); or
- has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

Details of our fees for the issue of a bank cheque or a replacement bank cheque are set out in *Personal Banking Guide to Fees and Charges*.

### 3.7 EFTPOS

#### (a) Features and benefits

You can use a Card and PIN to pay for goods and services and withdraw cash at the same time from many retail and service outlets. Please note that some outlets do not give out cash.

If you have a Visa Debit Card, you can also pay for goods and services by presenting your Card at a Merchant and entering your PIN.

#### (b) Risks

You should ensure that other people do not observe you entering your PIN while using EFTPOS facilities. Once your PIN is known by any other person, they might be able to make Unauthorised Transactions on your Nominated Account. In some circumstances you will be liable for those transactions (refer to chapter 4).

Merchants do not have to accept your Card, and might not allow you to withdraw cash even if they do allow you to purchase goods and services with your Card. We have no control over the hours which a Merchant operates nor the hours during which the Merchant will accept your Card.

#### (c) Some rules about EFTPOS

Details of which Accounts can be accessed using EFTPOS are set out in section 3.1.

Unless you have made arrangements with you branch for an increased limit, then the maximum amount of funds (including cash out) you can obtain through EFTPOS on any one day is a total of \$1,000 per card.

When using a Visa Debit Card to access your linked account, the default limit of \$1,000 per card, per day will apply.

If you request that your Personal Overdraft or Line of Credit Facility be accessible through EFTPOS, you should be aware that Unauthorised Transactions may be made from these accounts. However, the daily transaction limit set out above is the maximum amount that an unauthorised person can access.

Some goods and services might not be able to be purchase using a Card. Use of a Card might be subject to other limitations placed on its use by the Merchant or other institutions. We are not responsible for goods or services obtained from a Merchant using a Card.

EFTPOS transactions are processed as soon as practicable after the transaction, but not necessarily the same day as the transaction.

## 3.8 DIRECT DEBITS

### (a) Features and benefits

A direct debit arrangement is an agreement between you and a merchant in which you preauthorise the merchant to bill your Card or Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Credit Card or Account each month.

Some benefits of a direct debit arrangement are:

- it ensures timely payments are made to the merchant;
- it saves you time as direct debits are processed automatically;
- it may save you money when compared to other payment methods, such as cheques and money orders.

You should be aware however, if there are insufficient funds in your Account to cover the direct debit, you may be liable for both late payment fees charged by the merchant and additional bank fees will also apply.

See section 3.1 for Accounts which may be debited. You will need to enter into a Direct Debit Service Agreement with the person who will be debiting Your Account. We will then allow that person to debit Your Account in accordance with that agreement.

### (b) Some rules about direct debits

To institute a direct debit arrangement, you will need to give your personal details, such as:

- i. your Account number and BSB; or
- ii. Visa Debit Card number, expiry date and in some instances the three digit security code,

to the person who will be debiting your Account.

Cardholders are encouraged to maintain a record of a "Regular Payment Arrangement" they elect to enter into with a business or organisation. A template record is available from the Australian Payments Clearing Association website, [www.apca.com.au](http://www.apca.com.au).

To change an existing direct debit arrangement (e.g. to change the account to be debited), you should contact the merchant at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the "Regular Payment Arrangement", the financial institution must accept the transaction. If possible, the cardholder should retain a copy of their change/cancellation request. Should a business or organisation fail to act in accordance with these instructions you may have rights to a dispute.

Should your card number be change i.e. as a result of a lost or stolen card you must request the business or organisation to change the details of your existing "Regular Payment Arrangement" to ensure the arrangement continues. If you fail to undertake this activity your "Regular Payment Arrangement" either may not be honoured by the financial institution or the business or organisation may stop providing the good and/or services.

Should you elect to close your account, or your account is closed by the Bank you should contact the business or organization to revise your "Regular Payment Arrangement" as the business or organisation may stop providing the goods and/or services.

### (c) Cancelling a direct debits

If the direct debit is set up drawing on your BSB and Account number, you may instruct us to cancel the direct debit on your behalf. If you instruct us to cancel the direct debit, we will present the previously authorised part from debiting your account and we will advise the party's financial institution that we have done this. We recommend that you also contact the party that debits the payment to inform them that the direct debit has been cancelled.

If you have set up a recurring debit instruction using your Visa Debit Card number, you will need to cancel the instruction with the authorised party and not through BOQ.

## 3.9 DIRECT CREDITS

### (a) Features and benefits

You can authorise any person (e.g. your employer) to electronically credit funds to your Account. See section 3.1 for Accounts which can receive direct debit credits. You will need to enter into formal arrangements with the person who will be crediting your Account.

### (b) Some rules about direct credits

To institute a direct credit arrangement, you will need to give your personal details, such as your Account number, to the person who will be crediting your Account.

If you wish to stop the direct credit arrangement you will need to instruct the person who will be crediting your Account directly. We are unable to stop direct credits from being deposited to your Account.

If you close your Account, and do not notify the person who will be crediting your Account of your new account details, any funds credited to your old Account will automatically be sent back to the person crediting your Account.

It is the responsibility of the account holder to provide the correct account details to the third parties who are making direct credits. We are unable to take action to recover any deposit of funds that are sent to an incorrect account.

### 3.10 TRANSFER ORDERS

#### (a) Features and benefits

You can arrange for us to transfer payments from your Account automatically, so that you do not have to remember to make the payments yourself. This service is particularly useful for making loan payments, either to us or to another financial institution.

This service is only available on cheque, savings, overdraft accounts or Line of Credit Facilities.

Unlike direct debits, the person you are paying does not need to know your personal details, such as your Account number (unless the person you are paying is us).

#### (b) Risks

We will attempt to make payments on the days you tell us to. However, we are not responsible for:

- failing to make a payment;
- making a late payment; or
- any other failure to follow your instructions.

If we do not make the payment, you are still responsible for making that payment.

You must ensure that there are sufficient cleared funds in the Account when the payment is due. If there are not sufficient funds, the payment may not be made, and you may be charging a dishonour fee.

If you do not tell us of cancellation of a transfer order at least one Bank Business Day before the next payment date, we may make that payment regardless of your instruction no to do so.

#### (c) Stopping a transfer order

If you have set up a transfer order from your Account, and you want to stop a specific transfer, you will need to tell us in writing at least one Bank Business Day before that transfer order is due and tell us:

- the amount of the transfer;
- the payee;
- when the transfer is due; and
- your Account that the transfer is to be deducted from.

#### (d) Other important information

The funds will be transferred from your Account on the day the transfer is due. If your transfer is going to an account at another financial institution even if the transfer is due on a Bank Business Day, we may not be able to pay it until the next Business Day.

We can cancel your instruction for a transfer order at any time by telling you in writing. We will also stop the transfer in other circumstances (for example, death or bankruptcy).

### 3.11 MAIL DEPOSITS

#### (a) Features

You can make cheque deposits to your Account if you are unable to get to a branch by mailing your cheque to us. Reply-paid envelopes and deposit slips are available free of charge through your local branch. You cannot make cash deposits to your Account by mail.

#### (b) Risks

Your cheque will not be credited to your Account until it is received by us. We are not responsible if your cheque deposit is lost in the mail. Please refer to section 3.5(d) for other important information about cheques.

### 3.12 TELEGRAPHIC TRANSFERS

#### (a) Features and benefits

We can transfer funds electronically to other banks within Australia and overseas. We will send the transfers to the payee's bank through other Australian and overseas financial institutions. Normally, we expect the overseas payment to arrive within 48 hours, but processing times can vary.

#### (b) Risks

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time, even if you have instructed us to make payment by telegraphic transfer and we have not done so, or it has not arrived on time.

We do not accept liability if a telegraphic transfer is not made, is late, or we fail to follow your instructions.

If we do not make the payment, you are still responsible for making that payment.

### 3.13 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.

#### (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.

### 3.14 FOREIGN CURRENCY CHEQUE DEPOSITS

#### (a) Features and benefits

Subject to our approval, you can lodge foreign currency cheques for credit to your Account. We will convert the foreign currency amount to Australian dollars. Usually the exchange rate is applied on the day the cheque is credited to your Account.

Foreign currency cheques usually take 8 weeks to be cleared, but may take longer. You will not have access to the funds represented by the cheque until it is cleared.

#### (b) Risks

Like all cheques, a foreign currency cheque can be dishonoured.

Because the exchange rate that is applied to your cheque is the rate on the day the cheque is credited to your Account, the exchange rate may be more or less favourable to you than when you requested the foreign currency cheque, or when you first received the cheque. This means that the cheque may be worth more or less to you at the time of crediting to your Account than when you received it.

### 3.15 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. Orders are subject to currency being available to us. You will need to give us reasonable notice if you want to order foreign currency.

Purchases are subject to certain currency and denomination restrictions.

#### (b) Risks

##### i. Exchange rate

Different exchange rates apply for buying and selling foreign currency. We calculate both sales and purchase 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.

##### ii. Counterfeit foreign currency notes risk

Should any foreign currency notes purchased from you subsequently be found to be counterfeit you authorise us to:

- (a) Debit your Account with the counterfeit foreign currency note value in Australian dollars. The Australian dollars debit amount will be calculated on the selling exchange rate applying at the time of the discovery by us of the counterfeit foreign currency notes; and
- (b) Provide any counterfeit foreign currency notes to the relevant government agencies and authorities.

You acknowledge that our discovery of any counterfeit foreign currency notes bought from you may result in a loss to you.

### 3.16 FEES AND CHARGES

You can find details of fees and charges applicable to particular Payment Services in the *Personal Banking Guide to Fees and Charges*.

Information on current standard fees and charges is available on request.

# 4. INFORMATION ABOUT ELECTRONIC ACCESS METHODS

## 4.1 TERMS AND CONDITIONS OF ELECTRONIC ACCESS METHODS

You are bound by the terms and conditions relating to the use of an Electronic Access Method when you first use it, and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

In this section 4, a reference to “you” includes all Related Account Users accessing your Account where the context allows, unless stated otherwise, and “your” has a corresponding meaning.

A PIN will be set at time of issue either at your branch for Account Access Cards, or via a letter mailed to you separately after your Visa Debit Card has been issued. A PIN is a 4 digit number.

## 4.2 SOME RULES ABOUT YOUR CARD

These rules apply to all transactions involving the use of a Card and PIN.

### (a) Your Card and PIN

You and any additional Cardholder will receive you Card in the branch when you open your Account or in the case of a Visa Debit Card, through the mail within 7 business days of ordering a Card. For Account Access Cards, you are required to acknowledge receipt of the Card by signing an acknowledgement at the branch where the Card is issued. For Visa Debit Cards, sign you Card as soon as you receive it in the mail.

A card is valid only if it has been signed by the Cardholder and is used during the validity period shown on the face of the Card. You must destroy any Card that is no longer valid by cutting it diagonally in half. For cards with chips, the chip must also be cut in two.

A PIN will be set at time of the issue either at your branch for Account Access Cards, or via a letter mailed to you separately after you Visa Debit Card has been issued. A PIN is a 4 digit number.

At any time the PIN can be changed by going into your branch. You should change your PIN if a record of the PIN has been lost or stolen. You should also report your card lost and/or stolen to our Customer Contact Centre. Refer to section 4.5 for more details on how to report your card(s) lost or stolen.

Section 4.4 provides some guidelines on how to protect Cards and section 4.7 sets out some important information on liability for Unauthorised Transactions.

### (b) Using your Card and PIN

You agree that we can debit your Account with all transaction performed using your Card other than as set out in section 4.7.

We may assign any date we consider appropriate to a debit or credit to your Account (except that, in the case of a debt, the date must not be earlier than the date on which the relevant transaction occurs).

We credit deposits to your Account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

When a Cardholder performs a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions entered into the terminal. When making purchases using EFTPOS Cardholders should ensure that the transaction amount is correct before accepting the transaction. By pressing the “OK” button the Cardholder indicates that the transaction is correct.

When Cardholders are withdrawing cash at a branch they may be required to provide a second form of identification, such as a passport or driver’s license before we process the withdrawal. You may also obtain cash on your Account by presenting your Visa Debit Card at a branch counter of some financial institutions that display the relevant Card Scheme logo.

#### i. At a Merchant

You can normally use your Card to obtain goods and services at Merchants (such as shops, restaurants and theatres) in Australia and in the case of Visa Debit Cards in most overseas countries, where the Card Scheme logo is displayed.

The fact that the Card Scheme logo is displayed at a Merchant’s premises does not mean that we guarantee that all goods and services available there may be obtained using the Card.

Visa promotional material displayed on any premises cannot be taken as a warranty by the financial institution, Merchant or any other person carrying on business there that all good and services available at those premises may be purchase with your Card. In Australia, where the particular financial institution, Merchant or other person carrying on business does not accept Visa Cards, they may still allow you to purchase goods or services with your Visa Debit Card if you select the ‘savings’ button at an EFTPOS terminal.

The price of the Merchant charges for goods and services purchased with a Visa Debit Card may vary from the price a Merchant charges for the same goods and services purchase with cash. In addition, a Merchant may charge for EFTPOS transactions.

We have no control over the hours a Merchant may be open for business. The hours during which an EFTPOS terminal will be available may therefore vary in accordance with the Merchant's opening hours.

We have no control over the hours a Merchant may be open for business. The hours during which an EFTPOS terminal will be available may therefore vary in accordance with the Merchant's opening hours.

ii. Through telephone, Internet, mail and fax order

You can use your Visa Debit Card to obtain goods and services by telephone, Internet, mail or fax order where the Merchant accepts that form of payment.

iii. All transactions

We are not responsible for goods or services obtained by using the Card, unless the law makes us liable. If you have a complaint or concern about goods or services purchased with your Card, you must resolve them directly with the Merchant.

iv. Authorisation and processing

If you select the 'credit' button when you use your Visa Debit Card to make EFTPOS purchases or you use the 16 digit Card number to purchase or pay for goods or services, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. The authorisation for the purpose of establishing that there are sufficient funds available in your Account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

Once authorisation is obtained, it will reduce the amount of available funds in your Account. If the purchase or other transaction is not completed, the amount of available funds in your Account may continue to be reduced for up to 8 Business Days after the authorisation is obtained.

You can access funds in your Account at any international ATM where the Card Scheme logo is displayed, by using your Visa Debit Card and PIN. To access funds from your Account at an overseas ATM, select the 'credit' button.

If you have an Account linked to your Visa Debit Card, then you can access funds in your Account at any International ATM where the Card Scheme logo is displayed. To access funds from your Account at an overseas ATM, select the cheque or savings button (depending on the type of account linked to the Card).

Transaction fees apply for the use of ATMs overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement but will be included in the total transaction amount shown.

All transactions will be converted into Australian dollars by Visa International in accordance with its rules. Transaction will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International.

**(c) Transaction limits on Cards**

The transaction limits on Cards are set out in sections 3.4 and 3.7.

The maximum cash withdrawal limits in those sections do not apply when you make a withdrawal over the counter in a branch.

You will be advised of the maximum cash withdrawal limit when the Card is issued and you will be advised of any subsequent change we make to the limit.

**(d) The Card remains our property**

The Card remains our property and you agree to return the Card to us on cancellation or at our request.

**(e) Card cancellation**

We can cancel your Card and suspend the operation of an Account for any reason at any time, without notifying you beforehand, if (among other things):

- we believe that continued use of the Card may cause a loss to you or us; or
- we reasonably consider that you fraudulently induced us to issue the Card.

Once you are notified of the cancellation, you must not use any cancelled Card.

You must destroy your Card by cutting it diagonally in half and returning it to us immediately.

You can contact us to cancel your Card or any additional Card at any time by calling our Customer Contact Centre on 1300 55 72 72 or 61 7 3336 2200 if you are telephoning from outside Australia, or by destroying the Card by cutting it diagonally in half and returning the Card to us. A cancellation might not be effective until the Card has been returned to us.

If the Card has been cancelled or the Account closed, you will remain liable for transactions made using the Card prior to or after its cancellation or closure of the Account. Except that you will not be liable for the continuing use of an additional Card from the later of:

- i. the date you request us to cancel the additional Card; and
- ii. when you have taken all reasonable steps to have the additional Card returned to us.

**(f) Card re-issue**

We can issue a new Card at any time. All reissued Cards are subject to these terms and conditions. We reserve the right not to re-issue a Card. Fees may apply to the re-issue of Cards – refer to *Personal Banking Guide to Fees and Charges* for details.

**(g) Vouchers and receipts**

When you use your Card, the Merchant or financial institution or any other party you are using the Card with, is obliged to give you a receipt.

You must check the correct amount is entered in an EFTPOS terminal before you authorise the transaction. You must also check that the amount on any receipt received is correct.

You agree that the amount shown on any cash withdrawal receipt or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the withdrawal to which that transaction record relates.

You should keep all transaction records given to you by Merchants and financial institutions, or issued by ATMs, to help you check statements.

#### 4.3 SOME RULES ABOUT ELECTRONIC ACCESS METHODS

**(a) When these rules apply**

These rules apply when you or an additional Cardholder or Related Account User use a Card, Identifier or Code to access your Accounts. Examples of Electronic Access Methods are using a Card and PIN at ATMs, EFTPOS terminals and branch teller terminals. This also includes tap and go VISA Debit payWave transactions where no PIN may be requested for transactions under \$100.

**(b) Access to Nominated Accounts**

Unless you or a Related Account User has notified us that:

- the Card has been misused, lost or stolen or the security of a PIN has been breached you agree that we are entitled to allow operations on your Nominated Accounts where your Card is used and the correct PIN has been provided; or
- the components of an Electronic Access Method have been misused, lost or stolen or the security of one of your Codes has been breached, you agree that we are entitled to allow operations on your Nominated Accounts where the correct Identifiers and Codes have been provided.

You, the account holder, acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing your Nominated Accounts using the Card or Codes is you or a Related Account User.

**(c) Nominating Accounts for Electronic Transactions**

You, the Account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method. You, the Account holder, can make a written application to us to alter the Nominate Accounts at any time. The alteration will be effective on our approval of the request. We will provide written confirmation to you when any alteration is made to the Nominate Accounts. If you notify us in writing of deletion of an account from your list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using an Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method.

However, transfers cannot be made from Third Party Accounts or personal loan accounts. Subject to approval, transfers can also be made from housing loan account which have Internet Banking or redraw access.

Third Party Accounts cannot be registered as Nominate Accounts for EasyPhone Banking, or Internet Banking.

**(d) You should check your instructions**

As Internet Banking Transactions, and Telephone Banking Transactions will be made as per your instructions, you must ensure that you provide the correct details.

We are not required to, and do not, check that the BSB number, account number or credit card account number correspond with the financial institution and account name of the payee provided by you. Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all. We are not responsible for any inaccuracy in instructions given by you.

Your instruction will not be processed if:

- all necessary information is not provided;
- there are insufficient available funds in the Account from which the funds are to be transferred;
- the amount of the transfer means that the relevant daily transaction limit will be exceeded for that day;
- the amount of the transfer is less than the minimum deposit requirements of the account type to which the funds are to be transferred where that Account is a BOQ account;
- the amount of the transfer or Internet Banking redraw is less than the minimum withdrawal requirements of the Account type from which the funds are to be transferred;
- there is a restriction recorded against the Account from which the funds are to be transferred which prevents the funds transfer; or
- we are restricted or prohibited by law, regulation, the requirement of a government or similar authority (including Reserve Bank of Australia) or industry code from permitting the transfer to occur.

Valid instructions or transactions cannot be stopped or countermanded by you after they have been initiated through an Electronic Access Method.

If we have processed your instructions and then we are notified by the receiving financial institution that the funds cannot be deposited into the account you have nominated, we will return the funds to the account from which the funds were transferred.

If we make a transfer to a person which is not in accordance with your instructions or which exceeds the amount requested in your instructions, we will credit your account with the amount of that transfer or the difference between the amount transferred and your instructions.

To help ensure that you know when or if your instructions have been successfully completed, you should:

- ensure that you have received a receipt number and the time and date of the transaction; and
- confirm with the payee that your transfer has been received.

#### **(e) Fees and charges**

Fees and charges for conducting transactions using Electronic Access Methods are contained in *Personal Banking Guide to Fees and Charges or the BOQ Credit Card - Features, Fees and Charges*. Information on current standard fees and charges is also available on request.

You, the Account holder, agree to pay all fees, government charges, taxes and duties that can be imposed in respect of use of the Electronic Access Method.

We will debit all fees and charges for all Electronic Access Methods to the account from which the transfer is made. The fees are charged to the account on the last day of each month.

You, the Account holder, are responsible for any telecommunication charges and Internet Service Provider charges to enable you to access an Electronic Access Method.

#### **(f) Availability of the Electronic Access Method**

We will use reasonable efforts to ensure that you can access nominated accounts using ATMs, Internet Banking, Mobile Banking and EasyPhone Banking 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic banking access to Nominated Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- a Merchant refuses to accept your Card;
- at least one of your Accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
- we believe that access to the Electronic Access Method may cause loss to you or to us;
- we believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
- access is unavailable due to emergency or unscheduled maintenance.

We can, at any time, change:

- the types of Accounts that can be operated using an Electronic Access Method;
- without notice to you, the types of transactions you can perform using an Electronic Access Method;
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available to you.

If, due to a service fault or difficulty with BOQ ATMs, Internet Banking, Mobile Banking and EasyPhone Banking, you do not receive confirmation that the service has received your instructions you must notify us, this can be done 24 hours a day, 7 days a week by telephoning our Customer Contact Centre on 1300 55 72 72 or +61 7 3336 2200 if you are calling from outside Australia.

#### **(g) Warranties**

We do not warrant:

- that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

#### **(h) Protecting your Electronic Access Methods**

The security of a Card and PIN is important as anyone who has them may be able to make transactions on Nominated Accounts. You must make every effort to ensure that your Card and Codes are not misused, lost or stolen.

### 4.4 PROTECTING YOUR CARD, PIN AND OTHER CODES

#### **(a) Protecting Card and PIN**

To protect the Card, you and all additional Cardholders must:

- Sign it as soon as they receive it;
- Carry it with them whenever they can;
- regularly check that they still have it; and
- not give the Card to anyone else, including a family member or friend.

When selecting a PIN we suggest that the Cardholder select a PIN that can be remembered without needing to record it. Cardholders must avoid using any number that could be linked to them by other persons such as their date of birth, or any alphabetical code which is a recognisable part of their name.

By selecting a PIN which can be linked to your date of birth or alphabetical Code this can make it easier for other people to guess the code and lead to fraudulent activity on your account. You will be liable for any losses if it can be proved you used a Code with these characteristics.

When selecting or receiving a PIN, Cardholders should test it to ensure that it has been successfully established.

To protect the PIN, Cardholders should:

- try to memorise it;
- destroy any letter from us telling them the PIN;
- make sure that nobody watches them entering their PIN at a terminal;
- be ready to make a transaction when they approach a terminal; and
- make sure that they do not leave anything behind when they complete a transaction.

Cardholders must take special care if they decide to record a memory aid for a PIN. Any record of a PIN must be kept safe separate from the Card unless it is well disguised.

For example, Cardholders must not keep the Card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in a car even if in different areas of the car;
- in an office or at home in the same room; or
- in any other situation where the Card and PIN can be found together and used.

Cardholders must not write or indicate the PIN on their Card, even if it is disguised.

## **(b) Protecting other Codes**

To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;
- not keep a record of your Codes, or if you do make sure it is disguised;
- not keep a record of your Codes together or with any Identifier which can be used to access an Electronic Access method;
- not keep a record of your Personal Access Code together with your Customer Access Number, or if you do, make sure they are reasonably disguised;
- not select a Code that is the same as, or similar to, any other Code you have for any account or access method you have with us. For example, your Personal Access Code should be different for EasyPhone Banking and Internet Banking;
- if you select your own Code, not select a number or word that can easily be associate with you, such as your date of birth, an alphabetical code which is a recognisable part of your name, or your marriage date, telephone number, bank account number, driver's license number and so on;
- make sure that nobody watches you or hears you when you are entering or using Code at Electronic Equipment;
- make sure that you do not leave anything behind when you complete a transaction;
- check your Nominated Account statements regularly and report any Unauthorised Transactions promptly; and
- change your Codes regularly.

These are only guidelines to help ensure the security of your Codes. Your liability for losses resulting from Unauthorised Transactions is determined under the relevant provisions of the ePayment code.

## 4.5 WHAT TO DO IF YOU THINK THAT YOUR SECURITY HAS BEEN COMPROMISED

### **(a) Tell us immediately**

You must immediately notify us if the Card or a record of the Code is lost or stolen or you suspect that Unauthorised Transactions have been made on your Nominate Account.

The best way to make a report is to call our Customer Contact Centre on 1300 55 72 72 within Australia or 61 7 3336 2200 if you are calling from outside Australia (24 hours a day, 7 days a week).

Alternatively, or if our telephone reporting service is unavailable, you should report the loss, theft or misuse to any branch.

You will need to give us all relevant information so that we can suspend access to your accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report. However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgement (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you are not liable for any Unauthorised Transactions that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

### **(b) Change your codes**

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to change, that code as soon as possible to prevent possible loss of funds. You can do this by:

- selecting a new PIN at any branch or requesting cancellation of your Card by calling our Customer Contact Centre on 1300 55 72 72 or 61 7 3336 2200 if you are calling from outside Australia (24 hours a day, 7 days a week). If you request cancellation of a Card, you may request a replacement Card and establish a new PIN by visiting any of our branches.

If you report that a Card has been lost or stolen we will cancel the Card immediately.

### **(c) Terminate your access**

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or suspected misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions.

## 4.6 YOUR LIABILITY FOR AUTHORISED TRANSACTIONS

You, the Account holder, will be liable for losses resulting from transactions that are carried out by another person with your knowledge and consent.

The liability for losses resulting from unauthorised transactions will be determined in accordance with the e-Payments code.

## 4.7 LIABILITY FOR UNAUTHORISED TRANSACTIONS

### (a) When you are not liable

You, the account holder, will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or gross negligent conduct of our staff or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method (e.g. a card or PIN);
- arise before you or a Related Account User receive the Card or receive or select a Code, including a replacement or reissued Card or Code;
- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- are incurred on any one day that exceeds any applicable daily transaction limit;
- result from an Unauthorised Transaction that occurs after you have notified us that a card has been misused, lost or stolen or that the security of any code has been breached;
- result from an Unauthorised Transaction if it is clear that you and any Related Account Users have not contributed to the losses; or
- result from an Unauthorised Transaction that can be made using an identifier without a Code. Where a transaction can be made using a Card, but does not require a Code, you will be liable only if you unreasonably delay reporting the loss or theft of the Card.

### (b) When you have limited liability

If a Code was required to perform the transaction and it is not clear whether you can or an additional Cardholder or Related Account User contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- \$150 or a lower figure determined by the Bank; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

### (c) When you are liable

If we can prove on the balance of probability that you or a Related Account user contributed to the loss arising from the Unauthorised Transaction:

- through fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping a record of the Codes on any articles, without making a reasonable attempt to disguise them, in a way that they could be lost or stolen together;
- by leaving a 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;
- incurred due to your failure to protect a Code for one or more (but not all) of the required Codes. However, you will only be liable if BOQ can prove that on the balance of probability that your failure to protect the Code was more than 50% responsible for the losses, when assessed together with all the contributing causes;
- by selecting a Code which represents your or the additional Cardholder or Related Account User's birth date, or an alphabetical code which is a recognisable part of your or their name, after we have asked that person not to select such a Code and explained the consequences of doing so; or
- by otherwise acting with the extreme carelessness in failing to protect the Codes,

you, the Account holder, will be liable for the actual losses that result from an Unauthorised Transaction which occur before we are notified of the breach of the Electronic Access Method, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other period transaction limit applicable to that period;
- that portion of the losses incurred on any Nominate Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); and
- losses incurred on any accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.

**(d) Liability for unreasonably delaying notification**

If we can prove that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of:

- the misuse, loss or theft of your or an additional Cardholder's Card;
- a breach in the security of your or an additional Cardholder or Related Account User's Code, you, the Account holder, will be liable for the actual losses which occur between the time when you or the additional Cardholder or Related Account User became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:
  - that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominate Account(s) or the relevant Electronic Access Method;
  - that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
  - that portion of the losses incurred on any Nominate Account which exceeds the balance of that Nominate Account (including any pre-arranged credit); and
  - losses incurred on any Nominated Accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.

**(e) Liability caused by equipment malfunction**

We are responsible to you for any loss caused by a failure of the Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your or an additional Cardholder or Related Account User's instructions.

However, if you, a Cardholder or Related Account User were aware, or should have been aware, that the Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Nominated Account and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your or a Cardholder or Related Account User's instructions or the Card fails to work in the terminal.

## 4.8 LIMITATION ON OUR LIABILITY

We are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you or an additional Cardholder or Related Account User to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your or an additional Cardholder or Related Account User's instructions; or
- except as provided under the ePayments code, the unavailability or loss of access to the Electronic Access Method under any circumstances.

Nor are we liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant.

Subject to any warranties implied by law that cannot be excluded (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose) and except as provided under the ePayments code, we will not be liable to you for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method.

# 5. GENERAL TERMS AND CONDITIONS

## 5.1 CHANGES TO TERMS AND CONDITIONS OF BANKING SERVICES

We can change the terms and conditions that apply to your Account, the way you access your Account, or any other Banking Services we provide. We can also add new products or stop existing products at any time.

Subject to section 32 of the Consumer Lending General Conditions (if relevant), we can change, among other things, interest rates, fees and charges, and the way we calculate interest or repayments. We can add new fees and charges at any time.

If we have notified you that the interest rate on your Account will be fixed for a particular period, we will not change the rate during that period.

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

We will let you know of changes in writing if we:

- introduce a new fee or charge;
- increase fees relating solely to your use of an access method, or to issue you with an additional or replacement access method;
- change the way interest is calculated, charged, or paid to your Account;
- vary the minimum balance to which an account keeping fee applies;
- vary the balance ranges to which an interest rate applies;
- increase your liability for losses relating to Electronic Transactions; or
- impose, remove or adjust transaction limits which apply to the use of an access method, an Account or Electronic Equipment.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees, repayment amounts or interest rates.

Generally, we will tell you about changes as soon as reasonably possible (which may be after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. However, if we change an interest rate, we will tell you no later than the date of the change, unless we are not able to because the interest rate is calculated according to a money market or some other external interest rate, or a rate otherwise designated as a variable rate. Where there is a change to, or introduction of a government fee or charge, reasonably prompted after the government notified (however, we do not have to tell you if the government publicises the change to, or introduction of, the fee or charge). We may also give you a shorter notice period (or no notice) of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.

We will notify you of these changes or any other change to the Banking Services we provide to you by writing to you, placing a notice in a major daily newspaper, placing a notice on or with statements of Account or other material we send to you, or where permitted, placing information on our Internet Banking sign-in page (where the change relates to Internet Banking) or placing a notice on our ATMs (where the change relates to ATM access or functionality).

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us. We may not be able to notify you in writing where you cannot reasonably be located.

For joint Accounts, we will only send one notice to the last mailing address unless the law requires otherwise.

If you have agreed to us doing so, we can notify you of any changes by e-mail, or by posting the information on our website. If the information is posted on our website we will tell you promptly of that fact by sending a message to your e-mail address.

If you have agreed to us contacting you in this way, you can revoke your agreement at any time by advising us that you no longer wish to be contacted electronically. You can also update your e-mail address as set out in section 6.5. If you elect to receive notices by e-mail, you cannot receive paper copies of those notices from us. If you do not check your e-mail regularly, you might not be aware of a change to your Account until after the change has become effective.

Even if you have not agreed to us notifying you of changes electronically, if a change to these terms and conditions is not materially adverse to you, we may update this document by posting a notice of the change on our website. A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form from any BOQ branch and in electronic form from the BOQ website at [boq.com.au](http://boq.com.au).

If there are enough changes to these terms and conditions to warrant doing so, we will consolidate them in a single publication.

## 5.2 IF YOU GET INTO FINANCIAL DIFFICULTY

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

## 5.3 MAINTAINING SECURITY

You and anyone acting with your authority must safeguard all mechanisms used to access your Account against loss, theft or misuse, including Cards, cheques, transaction record books, PINs and Personal Access Codes.

You must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused.

## 5.4 COVERING US FOR LOSS

Subject to section 4, you agree that if we suffer any loss because of:

- the use or misuse of an Account;
- the use or misuse of any payment instrument or Account access mechanism used with your Account; or
- any breach of the terms and conditions in this booklet,

by you or anyone authorised by you to use your Account, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis, even after your Account is closed.

## 5.5 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.

# 6. GENERAL INFORMATION

## 6.1 BANKING CODE OF PRACTICE

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

The BCoP applies to Banking Services provided to customers who are “individuals” or “small businesses” as defined in it.

We will comply with the BCoP, where it applies to the Banking Services we provide to you.

## 6.2 E-PAYMENTS CODE

We will comply with the ePayments code which regulates consumer electronic payment transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY®.

## 6.3 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 if we do so.

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.

## 6.4 IF YOU HAVE A PROBLEM OR DISPUTE

### (a) Our service commitment

At BOQ we are committed to providing our customers with innovative banking solutions and the best possible 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 (24 hours a day, 7 days a week).
- iii. Contact our Customer Relations Department via:  
E-mail: customer.relations@boq.com.au  
Telephone: 1800 663 080  
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 Bank Business Days. If this is not possible we will keep you informed on our progress.

Please note we comply with the ePayments code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments code applies.

If your complaint cannot be resolved promptly, BOQ 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 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:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3  
Melbourne VIC 3001

Telephone: 1800 931 678  
Internet: [www.afca.org.au](http://www.afca.org.au)

The 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.

## 6.5 CHANGING YOUR DETAILS

If your address or other details change, you must let us know as soon as possible. You can change many of your details simply by calling our Customer Contact Centre on 1300 55 72 72 (24 hours a day, 7 days a week) or by visiting your local branch.

If you want to change the signatories on your Account, you must visit one of our branches.

## 6.6 CONTACTING YOU

From time to time we will contact you or send you information about products and services that we think you might be interested in.

Please tell us if you do not wish to receive this information.

## 6.7 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.

The "Privacy Notification and Consent Form" you receive when you open your Account provides you with more information about how we use your personal information.

## 6.8 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 BCoP) may alter these implied terms and may add new or additional terms. The terms that apply to your Account with us are set out in this booklet, your Loan Schedule and General Conditions or Conditions of Use and Personal Banking Guide to Fees and Charges, or the Bank of Queensland Credit Card – Features, Fees and Charges and Electronic Banking Terms and Conditions (if applicable).

### (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 for your Account, unless the terms and conditions of the particular Account 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 incident 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.
  - Conform with your mandate — due to the debtor/creditor nature of your relationship with us, we are bound to conform strictly with your mandate which may be issued in the form of a cheque or some other written order including a passbook or withdrawal slip. Unless otherwise agreed, we are specifically obliged to repay an amount on demand at the branch where the Account is located.
  - Question a valid mandate — while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.
  - Issuing correct statements — we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).
  - Appropriating payments into accounts — we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular account.

- 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. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your account statements and notify us of any entries which you believe are unauthorised.
  - Care of methods of accessing your account — if you are given a cheque book, you must take care of it. If you access your account electronically, you are likely to have specific obligations relating to the security of any equipment (such as Cards) or security codes (such as a PIN).
- iii. Payment and collection of cheques:
  - Duty to pay cheques — we have a primary duty to pay cheques drawn by you in legal form on the branch where the cheque account is maintained. This duty is subject to certain pre-conditions such as:
    - the cheque must be presented in banking hours;  
and
    - there must be sufficient funds and no legal bar to payment.
  - We must ensure that the right amount is paid to the right person without delay unless the cheque is stopped under authority from you.
  - Wrongful dishonour – we may be liable to you for breach of contract or defamation if we wrongfully dishonour your cheque (for example, where the account balance is not properly added up or an overdraft facility is opened).

## 7. DEFINITIONS

**Account** means a Clear Path Variable Rate Home Loan, Standard Variable Rate Home Loan, Discount Variable Rate Home Loan, Fixed Rate Home Loan, Economy Home Loan, Interest Prepaid Home Loan, Line of Credit Facility, Personal Loan, Personal Overdraft or Credit Card and includes these accounts when taken out as part of a package.

**ATM** means an automated teller machine owned by us or somebody else (as the context requires).

**ATM Operator** is an organisation, that owns, leases or operates an ATM other than a BOQ ATM.

**ATM Operator Fee** is a fee charged by the ATM Operator as disclosed on the ATM screen at a point in the transaction which allows the cardholder to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries.

**Balance Enquiries** is a non-BOQ Balance Enquiry, being a request for an account balance conducted through a non-BOQ ATM.

**Bank Business Day** is any day on which Bank of Queensland is open for business.

**Banking Services** means those Accounts and Payment Services described in this document.

**Beneficial Owner** means the individual or individuals who ultimately Owns or Controls (directly or indirectly) a customer.

**Control** in this definition of *Beneficial Owner* includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies; and

**Owns** in this definition of *Beneficial Owner* means ownership (either directly or indirectly) or 25% or more of a person.

**BOQ ATM** means a BOQ branded ATM and includes an ATM belonging to the rediATM network. BOQ is a participant in the rediATM network.

**BSB** is a code which identifies the bank and branch at which an account is held. BSB stands for Bank/State/Branch. For example, BSB 124-001 is BOQ (12) located in Queensland (4), being branch number 001.

**Business Day** is any day on which banks in Melbourne or Sydney are able to effect settlement through Reserve Bank of Australia.

**Card** is any card, including Visa Debit Card, which can be used to operate your Accounts using Electronic Equipment.

**Code** is a PIN or any similar information which may be required in order to access your Accounts and which is required to be kept secret.

**EasyPhone Banking** means our telephone banking service using a natural language voice recognition system which enables you or an Authorised User, having entered in security details, to effect transactions on Nominated Accounts by speaking the requests clearly into the phone and responding to the prompts given. For terms and conditions applying to EasyPhone Banking, refer to *Electronic Banking Terms and Conditions*.

**EFTPOS** means an electronic funds transfer service available at point of sale.

**Either to Operate Account** is a joint Account where each Account holder can transact under the Account independent of the other Account holder(s) and without restriction.

**Electronic Access Method** is a method that you or an Authorised User use to instruct us to debit or credit an Account through Electronic Equipment, and which requires the use of a Card, Identifiers, Codes or combinations of these. It does not include a method that requires a voucher, receipt or other document to be signed (for example, when you present your Visa Debit Card and sign a voucher to pay for goods or services).

**Electronic Equipment** is an electronic terminal, computer, television, telephone or similar equipment and includes our branch teller terminals, our ATMs, ATMs of other financial institutions, EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

**Electronic Transaction** is a transfer of funds initiated by an instruction given through Electronic Equipment using an Electronic Access Method to debit or credit an Account and includes, for example:

- (a) withdrawing cash from your Account from an ATM, or Bank of Queensland branch teller terminal using a Card and PIN; and
- (b) purchasing goods or services from a Merchant by using a Card and PIN at an EFTPOS terminal.

**e-Payments code** is the e-Payments code published by the Australian Securities and Investment Commission.

**Identifier** is information that you provide through electronic equipment to access your accounts and which is not required to be kept secret (for example, your account number).

**Internet Banking** is our Internet Banking service which enables you or a Related Account User, having entered in security details, to effect transactions on your Nominated Accounts using the Internet. For terms and conditions for Internet Banking, refer to *Electronic Banking Terms and Conditions*.

**Merchant** is a provider of goods or services who allows payment for goods or services to be effected by performing an Electronic Transaction.

**Nominated Account** is a BOQ Account you have nominated in writing, and we have approved, for access using an Electronic Access Method, subject to approval limits.

**Payment Service** includes any of the services described in section 3.

**PIN** is your personal identification number that is used in conjunction with your Card to enable you to access your Nominated Accounts and perform Electronic Transactions using Electronic Equipment.

**Third Party Account** is any account with us that are not Nominated Accounts.

**Unauthorised Transaction** is an Electronic Transaction that was not authorised by you or an Authorised User. It does not include Electronic Transactions carried out by you or by anyone performing the transaction with your knowledge and consent.

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

**you** means the account holder, and also includes an Authorised User where the context allows. For Bonus Interest Savings (Kids) Accounts, this includes the parent/ guardian who signed the account opening form(s).



**1300 55 72 72**  
**boq.com.au**

