

# myBOQ™ Deposit Accounts general terms and conditions

BOQ Future Saver™

BOQ Smart Saver™

BOQ Simple Saver™

BOQ Everyday Account



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# 1. Welcome to BOQ (Introduction)

## 1.1 Welcome to BOQ

Thank you for choosing BOQ. The terms that govern the way you bank with us are set out in this booklet, the *myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges, PayID Terms and Conditions, Digital Wallet Terms and Conditions, and myBOQ app Terms of Use* (if applicable). Together, those documents comprise the complete terms and conditions for the Banking Services that we provide to you.

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 on your own behalf and 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 *myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges, PayID Terms and Conditions, Digital Wallet Terms and Conditions, myBOQ app Terms of Use*(if applicable) by:

- Live chat through the myBOQ app;
- calling our Customer Contact Centre on **1300 55 72 72**;
- visiting our website at [boq.com.au](http://boq.com.au);
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting your local branch.

The additional booklets are:

Booklet	What it covers
myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges	Explains all the fees and charges and the interest rate charges associated with your Account
PayID Terms and Conditions	Explains how to register and use our instant payment service using your PayID
Digital Wallet Terms and Conditions	Terms and conditions that cover the use of Apple Pay, Google Pay, Samsung Pay and other digital wallets.
myBOQ app Terms of Use	Sets out the terms for using the myBOQ app
Privacy Policy	Explains your privacy rights, how we collect, use, disclose, hold and generally, how we handle your personal information
Electronic Identity Verification Disclosure	Explains how we will verify your identity using Government or proprietary databases and other relevant information

These booklets are available for download through the myBOQ app or online at [boq.com.au](http://boq.com.au).

# 1. Welcome to BOQ (Introduction) (continued)

## 1.4 Overview of our Accounts

Here's a summary of key features of our products.

	Future Saver Account	Smart Saver Account	Simple Saver Account	Everyday Account
Description	Bonus savings account for customers up to 35 years old, that may come with your Everyday Account. You are required to have an Everyday Account to hold a Future Saver Account	Bonus savings account for customers who are 36 years old or older, that may come with your Everyday Account. You are required to have an Everyday Account to hold a Smart Saver Account	Standalone savings account	Fully featured transaction account with a linked Card(s)
Monthly Fees	No ongoing monthly fees, all other fees can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at <a href="http://boq.com.au">boq.com.au</a> or available via the myBOQ app			
Interest Rates	All Interest rates and conditions are set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at <a href="http://boq.com.au">boq.com.au</a> or available via the myBOQ app			
Bonus Interest Rates	<p>If you hold a Future Saver Account and are between 14 and 17 years of age your Bonus Interest Rate will apply to your Accounts.</p> <p>Once you are over the age of 18 any Bonus Interest Rate applicable to your Future Saver Account or Smart Saver Account will only apply:</p> <ul style="list-style-type: none"> <li>during the Qualifying Period;</li> <li>for each calendar month whenever a minimum of \$1,000 is deposited into your linked Everyday Account in the previous calendar month from an External Account and five or more direct debit transactions, BPAY payments, ATM withdrawals using your Card or purchases from a merchant using your Card are made from your linked Everyday Account in the previous calendar month (Transactions that are pending do not count as a transaction for the previous calendar month and will be counted in the following calendar month); and</li> <li>to the combined balance of your Accounts up to a maximum combined Account balance of \$250,000. The Bonus Interest Rate is not applied to any proportion of the Account balance that is in excess of \$250,000 Bonus Interest Rate cap.</li> </ul>			
Deposits	You can transfer funds into your Account from another bank or financial institution using your Account number and BSB or PayID. You can also deposit cash or cheques at a BOQ Branch. Applicable fees can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at <a href="http://boq.com.au">boq.com.au</a> or available via the myBOQ app.			
Withdrawals	Internal transfers	Internal transfers	Internal transfers	Internal and external transfers 'Pay Someone' using that person's account number and BSB or PayID. Transfers to a BOQ Account not accessible on the myBOQ app could take up to 24 hours to arrive as these transfers will be made as an external transfer. Use of your Card, including establishing Recurring Payment Request Direct Debit Requests BPAY
ATM Access	No	No	No	Yes

## 2. Meaning of words in this booklet

**Access Code** means the password you use to access the myBOQ app.

**Account** means a Future Saver Account, Smart Saver Account, Simple Saver Account or Everyday Account described in the 'Welcome to BOQ (Introduction)'. These Accounts are issued by Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616.

**Account holder** means an individual that holds an Account in their own or joint names.

**Account Limit** has the meaning given to that term in section 3.2.

**ATM** means an automated teller machine.

**Attorney** means a person who is able to act on your behalf in respect to financial matters and who has been authorised by a power of attorney or guardianship or by administration order issued by a court or tribunal.

**Banking Code of Practice (BCOP)** means the 'Banking Code of Practice' published by the Australian Bankers' Association and adopted by BOQ.

**BECS** means the Bulk Electronic Clearing System administered by Australian Payments Network Limited.

**Banking Services** means those accounts and payment services described in this document.

**Biller Code** means the code used in BPAY to identify a Merchant.

**Bonus Interest Rate** means the rate identified as the bonus interest rate applicable to your relevant Account in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges.

**BOQ, we, our and us** means Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

**BOQ Branch** means a branch operated by Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616.

**BOQ Account** means an account held with BOQ which is not accessible on the myBOQ app.

**BPAY** means an electronic scheme through which you can ask us to make BPAY® payments on your behalf to billers who allow you to make payments to them through BPAY. BPAY is a trademark of BPAY Pty Ltd.

**BSB** means a code which defines the bank and branch at which an account is held.

**Business day** means any day other than a weekend or where there is a public holiday where the Reserve Bank is not able to effect settlement.

**Card** means the Visa debit card that is linked to an Everyday Account and includes a virtual card or other representation that enables a transaction to be processed using the Card number or the Card's other properties.

**Customer Reference Number (CRN)** means the number used by a Merchant to identify you for the purposes of enabling you to make a BPAY payment.

**Direct Debit Request** means an authority provided by you to a Merchant to enable the Merchant to receive payments by debiting your Account via BECS.

**EFTPOS** means electronic funds transfer (EFT) at the point of sale - a network for facilitating EFT transactions at point of sale administered by eftpos Payments Australia Ltd.

**ePayments Code** means the ePayments Code published by the Australian Securities and Investments Commission.

## 2. Meaning of words in this booklet (continued)

**External Account** means an account issued by:

- any financial institution other than BOQ;
- BOQ as a 'Virgin Money' account, 'ME Bank' account, or 'BOQ Specialist' account; and
- a BOQ Account that is not accessible by using the myBOQ app.

**Financial Claims Scheme** means the Australian Government scheme that provides protection for depositors of banks, credit unions and building societies that are incorporated in Australia.

**Foreign Tax Residency Status** means your status as a resident of a foreign country for tax purposes.

**Identifier** means information that you must provide to perform a transaction but are not required to keep secret (such as a BSB or Card number).

**Interest Rate** means the variable interest rate that applies to your account.

**Joint Account** means an account that is held in more than one name.

**Merchant** means a provider of goods or services which allows payment through an electronic means.

**Mistaken Payment** means a payment processed through a 'pay anyone' internet banking facility (including through a mobile app) and processed by us through the direct entry system where funds are paid into the account of an unintended recipient because the payer enters or selects an incorrect BSB or account number/Identifier that does not belong to the named and/ or intended recipient as a result of the payer's error or the payer being advised of the wrong BSB/Identifier. This does not include payments using BPAY, the NPP, or OSKO.

**myBOQ app** means the myBOQ app which is available on the Apple App Store and the Google Play Store.

**NPP** means the New Payments Platform and is a service that allows for transfers to occur in near real time.

**OSKO** means a payment service called OSKO provided by BPAY Pty Ltd. OSKO is a trademark of BPAY Pty Ltd.

**Overdrawn** means when your Account has a balance below zero.

**Pass Code** means a password or code that you must keep secret that may be required to authenticate a transaction for you. A pass code includes a pin, internet banking password, telephone banking password, and code generated using a security token.

**PayID** is a unique identifier used for receiving NPP and OSKO Payments by linking a bank account to a phone number, email address, Australian Business Numbers (ABN) or other approved organisational identifiers. PayID is a trademark of NPP Australia Limited.

**PIN** means a secret personal identification number used to authorise a Card transaction.

**Privacy Act** means Privacy Act 1988 (Cth).

**Privacy Policy** means the BOQ privacy policy published on the BOQ website at [boq.com.au](http://boq.com.au).

**Qualifying Period** means the first full calendar month after you open your first Everyday Account plus any partial calendar month in which the Everyday Account was established.

**Recurring Payment Request** means an authority provided by you to a Merchant to enable the Merchant to receive payments by debiting your Account via your Card.

## 2. Meaning of words in this booklet (continued)

**Terms and Conditions** means these terms and conditions issued by us as varied from time to time.

**Unauthorised Transactions** means any transaction on your Account that was not performed by you.

**you** and **your** means each individual who opens an Account that is accessible by using the myBOQ app and in who's name the Account is held. For Joint Accounts, this means both Account holders and for under 18's this means your Attorney or parent/legal guardian.

**Visa** means Visa Worldwide Pte Limited.

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## 3. Opening an Account

### 3.1 How to open an Accounts

To open an Account you can download the myBOQ app and complete the application process or complete an online application form on our website and provide us with the documentation or information we require. You can also open an Account by visiting any of our BOQ Branches, or by calling us on **1300 55 72 72**.

### 3.2 Eligibility criteria

You can apply for an Account if you meet all of the following criteria:

- you are applying in your personal name(s) and the Account is not for a deceased estate, business, superannuation or trust;
- you are an Australian citizen or Australian resident with an Australian residential address;
- you have an Australian mobile phone number;
- in the case of an Everyday Account or a Simple Saver Account, you're 14 years old or older;
- in the case of a Future Saver Account, you're between 14 years old and 35 years old; and
- in the case of a Smart Saver Account, you're 36 years old or older.

A Future Saver Account can only be held as a Joint Account if both account holders are between 18 years old and 35 years old.

By opening an Account with us, you can confirm that you meet these conditions and if necessary, provide supporting documentation. Even if you meet the eligibility criteria, we may choose to not open your Account.

Each customer is only able to open two Everyday Accounts, nine Simple Saver Accounts and nine Future Saver Accounts or Smart Saver Accounts at any one time (**Account Limit**).

Joint Account holders are treated as a single customer for the purposes of calculating the Account Limit applicable to those Joint Account holders. The Account Limit applicable to the Joint Account holders will therefore not impact the Account Limit applicable to any of the Joint Account holder's individual Accounts or Accounts that person holds jointly with any other parties.

You are required to continue to meet our eligibility criteria.

### 3.3 Why we need to verify your identity

Under the Anti-Money Laundering and Counter-Terrorism Act 2006, we are required to collect certain information about you and verify your identity before opening an account for you.

We can verify your identity electronically using information you provide to us, including your full name, address, and date of birth. We will pass this information to an external organisation which will co-ordinate the electronic verification



### 3. Opening an Account (continued)

identification or propriety databases of organisations including:

- Commonwealth and State government departments;
- Credit reporting agencies; and
- Independent, private sector organisations.

You may be required to provide more information or go to a BOQ Branch to verify your identity. If you want to know:

- more about electronic information, including how we may rely on information held with credit reporting agencies, please refer to our Electronic Identity Verification Disclosure found at [boq.com.au](http://boq.com.au); or
- how we collect, use, disclose and generally, how we handle your personal information then you can find more information in our Privacy Policy available at [boq.com.au](http://boq.com.au).

If we are unable to verify your identity we will be unable to open your Account.

Once your Account is open it is important that you keep your details recorded with us up to date.

#### 3.4 Activating your Account

Once your Account has been opened, your Account will be active and ready for use. To use your Everyday Account, transfer funds into your Account, activate your Card and/or register your Card with a digital wallet service and make a transaction.

#### 3.5 Changes in Age affecting your Account

If you have a Future Saver Account, your eligibility for a Future Saver Account will cease once you turn 36 years old and:

- your existing Future Saver Account will automatically convert to a Smart Saver Account. If you have a Joint Account then your Future Saver Account will automatically convert to a Smart Saver Account once the eldest Joint Account holder turns 36 years old and the remaining conditions below in this clause will apply:
- the fees, charges and interest rate applicable to your converted Smart Saver Account are set in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges; and

the new interest rate applicable to your Smart Saver Account will be applied to your balance (in accordance with clause 5.1) from the first day of the month after the month in which you (or the eldest Joint Account holder if applicable) turned 36.

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### 4. Joint Accounts

If you have a Joint Account we may act on the instructions of any one Joint Account holder. This means that either Account holder can make withdrawals, access Account information or close the Account. In the case of a dispute between Account holders, either Account holder can call us at any time, and we may place a block on the account to restrict withdrawals (refer to the 'Restricting/Freezing your Accounts' section for more information).

#### 4.1 Joint Account liability

Both Account holders are individually and jointly liable for any amount owing to us. This means that we can ask either Account holder to repay any amount owing to us if the Account becomes Overdrawn. We may transfer money from another Account that either Account holder holds with us to repay the Overdrawn amount.

If either Account holder holds another Account with us that is Overdrawn, we may transfer money from the Joint Account to repay the Overdrawn amount.

## 4. Joint Accounts (continued)

### 4.2 Death of a Joint Account holder

If one Joint Account holder dies, we treat the balance of the Account as owned by the surviving Account holder and will remove the deceased Account holder from the Account. If there are any amounts owing on the Account, the remaining Account holder remains liable for those amounts.

## 5. Interest

Interest rates on your Account(s) are variable and the current Interest rates and conditions can be found by going to [boq.com.au](http://boq.com.au). We may offer a Bonus Interest Rate or a promotional Interest rate from time to time which will have separate terms and conditions for the duration of the offer.

### 5.1 Calculating interest

Interest is calculated from the day funds are credited to your Account. It is calculated daily by applying the applicable Interest rate to the closing balance of your Account each day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest rate (per annum)}}{\text{Number of days in the year (365 or 366 days)}}$$

### 5.2 Crediting interest

We will credit interest to your Account at the close of business on the last day of each calendar month. The interest credited to your Account will be included in the closing balance on the last day of each calendar month, however it will not be included in the calculation of interest until the first day of the following month. Interest will be credited to your Account as a separate entry on your statement.

For purposes of calculating and crediting interest, a day commences at 00:00 AM A.E.S.T. (Brisbane time) and concludes at 11:59 PM A.E.S.T.

### 5.3 Reversing interest

We calculate interest on the amounts that have been credited to your Account, regardless of whether the funds have cleared. If uncleared amounts are subsequently dishonoured then any interest earned on those funds and credited to your Account will be reversed.

### 5.4 Tax Information

It is not compulsory for you to give us your Tax File Number (TFN). However, if you choose not to, we must deduct withholding tax at the highest marginal tax rate, plus the Medicare Levy, from any interest or other amounts that you earn.

You can give us your TFN when you open your Account, or at any other time. For Joint Accounts, each Account holder can provide their TFN.

If you have not provided your TFN and you are an exempt person, withholding tax will not be deducted from any money you earn in relation to your Account. However, you must tell us which type of exemption applies to you.

We are required to report details of income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office (ATO). In accordance with the Privacy Act, we will keep your TFN confidential.

### 5.5 Tax Residency Status

Under the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), we must identify where an Account holder is a resident for tax purposes and report information about Accounts held by foreign tax residents to the ATO.

## 5. Interest (continued)

You must declare your tax residency when opening a new Account and advise us of any changes to your tax residency status while you hold an Account. If you are a tax resident of a country other than Australia, you must provide your Tax Identification Number (TIN) in that country.

By declaring your tax residency details on the online application form submitted, you acknowledge that you have provided an electronically signed tax residency self-certification.

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## 6. Using your Account

### 6.1 Deposits

Once you have opened your Account you will be able to deposit funds into your Account by doing any of the following:

- transferring funds from another Account;
- arranging funds to be transferred from another bank or financial institution or a BOQ Account into your Account using the BSB and your Account number;
- arranging funds to be transferred from another bank or financial institution into your Account via the NPP using your BSB and Account number or PayID; or
- depositing a cheque(s) or cash into your Everyday Account (refer to the 'Cash and Cheque' section for more information).

We may not accept a deposit if the total balance in your name (both individual and joint names) exceeds \$5,000,000

### 6.2 Withdrawals

You can transfer funds from any Account to any other Account that you are an Account holder of.

Depending on the Account you have, you may be able to withdraw funds by any of the following:

- using the 'Pay Someone' functionality to transfer funds to another bank or financial institution using the relevant BSB and Account number;
- using the Pay Someone functionality to transfer funds via the NPP or OSKO using a PayID;
- using the BSB and Account number to authorise a Direct Debit Request;
- making a BPAY payment using the Biller Code and Customer Reference Number (CRN) or intelligent Customer Reference Number (iCRN);
- arranging a bank cheque to be drafted and provided to you (refer to the 'Bank Cheques' section for more information); or
- using your Card to make a transaction (including through establishing a Recurring Repayment Request) or withdrawal from an ATM.

### 6.3 Paying Someone

You can pay someone via the myBOQ app using either of the following details:

- BSB, Account number and Account holder's name(s); or
- Account holder's PayID which can be their mobile number, email address or ABN. For our PayID Terms and Conditions refer to [boq.com.au](https://www.boq.com.au) or the myBOQ app.

You must ensure that the account number and BSB or PayID details you use are correct. If the details you provided aren't correct then we may not be able to recover the funds. Refer to the 'Mistaken Payments' section for information on how we can assist you in recovering any Mistaken Payment.

Transactions sent using your PayID are settled and available in near real time to the recipient. These transactions are irrevocable. It is important that you ensure the PayID details are correct before sending each transaction. Recovery of erroneous PayID initiated transactions is dependent on the transferred funds being available

## 6. Using your Account (continued)

and the cooperation of the receiving bank or financial institution and customer. We will make reasonable attempts to assist you to recover an erroneous or misdirected payment.

Where we and the sending bank or financial institution reasonably suspect a Mistaken Payment or misdirected payment has been debited to your Account, we may, without your consent, deduct from your Account an amount up to the value of the Mistaken Payment or misdirected payment subject to complying with these Terms and Conditions, any relevant scheme rules, and the ePayment Code. Ordinarily we will seek your consent before returning funds to the sender. We will notify you if we reverse a Mistaken Payment or misdirected payment.

### 6.4 Direct Debits

You can provide your bank details to be direct debited by another financial institution or organisation. If you don't have sufficient funds, we may reject the direct debit.

You can cancel a Direct Debit Request that you've set up, by either:

- contacting us directly; or
- through the third party you're paying.

The date the debit is drawn on your Account is set by the third party you're paying, not by us.

You can request us to suspend or cancel a payment, but you must also tell the third party you're paying. Requests to us to stop a payment must be made at least three Business days prior to the drawing being received by us.

If you want to stop the Direct Debit Request completely, you need to cancel the Direct Debit Request. Simply closing the Account won't stop the third party from attempting future direct debits.

If we pay a direct debit when there are insufficient funds to cover the debit in your Account, you need to repay us that amount plus any fees.

If you set up a Recurring Payment Request on your Card it will be processed as a Visa payment, not a direct debit and will be processed in accordance with the Visa scheme rules (Refer to the 'Visa Debit Card' section for more information).

### 6.5 Clearing times

Funds transferred before 4p.m. A.E.S.T. will generally be available in the receiving bank account the next Business day unless the transfer is processed through the NPP. For more information on clearing times read the F.A.Q's found on our website.

### 6.6 Scheduled Payments and Transfers

Scheduled transfers and savings plan transfers can only be made when there are sufficient cleared funds in your Account by midnight the day prior. If there is insufficient cleared funds then that scheduled payment will not occur and will need to be submitted again, however future scheduled payments will continue to take place. Scheduled payments that fall on a non-Business day will usually happen the next Business day. If you would like to cancel a scheduled transfer or savings plan then you must cancel the day prior to the scheduled transfer taking place.

### 6.7 Cash and Cheque

Cash and cheque deposits can be made at a BOQ Branch and you may incur a fee. Refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges to see what fees and charges are associated with your Account which is available at [boq.com.au](http://boq.com.au) or via the myBOQ app. A BOQ Branch may refuse to accept cash or a cheque if you do not present the BOQ Deposit Form when making the deposit.

## 6. Using your Account (continued)

If you are depositing a cheque you may also post the cheque, with an accompanying BOQ Deposit Form, to the address listed on the BOQ Deposit Form. The BOQ Deposit Form can be found at [boq.com.au](http://boq.com.au) and at BOQ Branches

Cheques may take up to 10 business days to clear before these funds become available in your Account.

Interest will still be calculated on the uncleared funds but will be reversed if the cheque is dishonoured. For more information on depositing Cash or Cheques read the FAQ's found on our website.

### 6.8 Bank Cheques

You may request a bank cheque to be drafted in your name by contacting the customer care team. These cheques will be issued by us and you may incur a fee so make sure you refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at [boq.com.au](http://boq.com.au) or via the myBOQ app.

When a bank cheque is requested we will place a hold on the funds in your Account for the amount requested. The funds that have been put on hold may only be released into your Account if you return the bank cheque to us by registered post.

### 6.9 BPAY

You can make BPAY payments by using the myBOQ app. BPAY payments need to be made with a valid Biller Code and Customer Reference Number. BPAY payments can take up to 3 Business days to be received by the receiving financial institution. When making a BPAY payment it is important that you ensure the details you enter are correct as we may not be able to recover funds.

If you make a payment with an incorrect amount, then you can either:

- make an additional payment to the biller to correct any shortfall in your first payment; or
- try contacting the biller directly to obtain a refund of any overpayment before disputing the transaction with us.

If you are unable to recover a refund payment from the biller we will endeavour to assist you in accordance with the BPAY scheme rules and the ePayments Code.

### 6.10 Round Ups

Round Ups are transfers that you can elect to activate on your Everyday Account(s). By enabling this feature on your Everyday Account, funds are transferred from the selected Everyday Account to your nominated savings account each time you make a Card transaction. The amount of the transfer will be up to the nearest \$1 of the amount that the transaction takes place. Round-up transactions will not take place if by making the transaction your Account would be Overdrawn.

Each round up transfer will be done when a transaction is processed as pending on your Account. As some transactions may occur offline the round-up transfer will only take place when the transaction information is received. Transactions that are pending could also potentially not be debited by the Merchant, however in that case the round-up will not be reversed.

You can disable the round up feature through the myBOQ app at any time.

## 7. Visa Debit Card

You will receive a Card when you open an Everyday Account and the use of that Card is governed by these Terms and Conditions.

### 7.1 When you receive your Card

When you receive your Card, make sure that you sign the back of it. Your Card will only be valid once it has been signed.

You can then activate your Card and set or change your PIN via the myBOQ app or calling the BOQ Contact Centre and start using it. Refer to the 'Securing your Account' section for more information on what PIN to set.

### 7.2 When you can use your Card

Your Card can only be used for personal purposes and not for business use. Places that accept Visa or EFTPOS Cards should allow you to make transactions.

We are not responsible if a Merchant refuses to accept your Card or places any limitations or surcharges on its use. You will need to dispute this directly with the Merchant.

### 7.3 How you can use your Card

The Card that is associated to your Everyday Account can be used at Merchants and ATMs that accept Visa and EFTPOS. Transactions made at Merchants on your Card will be processed through the Visa network or the EFTPOS network. When using your Card in Australia you can select 'Visa Debit' or 'Credit' options on the point of sale device to use the Visa scheme and the 'Savings' option to use the EFTPOS scheme. When using your card internationally you must select the 'Visa Debit' or 'Credit' option on the point of sale device. International transactions will use the Visa scheme.

### 7.4 Ability to manage limits

You may set or manage transaction limits through the myBOQ app. Individual limits and information on the ability to set those limits is set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at [boq.com.au](http://boq.com.au) or available via the myBOQ app.

You should note that Merchants or other providers of facilities may impose additional limits to those we set out.

### 7.5 Visa Contactless

Your Card will have 'Visa Contactless' (previously known as 'Visa payWave') functionality which will be able to authorise contactless purchases. Before using the Visa Contactless functionality, ensure that the Merchant's terminal is displaying the correct amount. If the transaction you are making via Visa Contactless is above the relevant limit then you will be required to enter a PIN in order to complete the purchase.

### 7.6 International Transactions

You can use your Card overseas at any Merchant that accepts Visa. International transactions are considered to be:

- any transaction made in a foreign currency; or
- when any transaction is processed outside of Australia (in Australian dollars or a foreign currency).

We may apply a transaction fee on these transactions and therefore you should refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found at [boq.com.au](http://boq.com.au) or myBOQ app for further information. For transactions that are made in a foreign currency, Visa will convert these into

## 7. Visa Debit Card (continued)

Australian dollars. The exchange rate will be determined by Visa on the date that a transaction is processed and not on the day it was authorised.

### 7.7 Authorisation and processing of transactions

When making a purchase using the Visa network a Merchant may authorise an amount on your Account. This is to ensure that there are enough funds in your Account to process the transaction at a later date. The authorisation can remain on your Account for up to 5 Business days and funds that are authorised will form part of your pending balance and will not be available for you to spend. We will not be able to stop a transaction once it has been authorised.

EFTPOS transactions are debited from your Account in real time.

### 7.8 When you identify an Unauthorised Transaction

If at any point you identify that an Unauthorised Transaction has taken place on your Account, you must notify us immediately. Failure to do so may result in you being liable for that transaction or future Unauthorised Transactions that take place. You should keep a record of the receipts from your transactions so that you can reconcile them to your statements. Obtaining a record of a receipt may result in a fee so refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found on at [boq.com.au](http://boq.com.au) and myBOQ app.

### 7.9 When you no longer use your Card

After you cancel your Card and close your Account, there may still be transactions that are processed in accordance with the Card scheme rules that we are required to accept and, subject to any rights you may have under these Terms and Conditions, you will be liable for these transactions. You are not liable for transactions that we were aware of that should have been blocked or declined but we have not blocked or declined. You must destroy any Card that is no longer valid by cutting through the chip and the magnetic stripe.

### 7.10 If your Card is lost or stolen

It is important that as soon as you notice your Card is lost or stolen that you take action to secure your Account. You may be liable if you do not take the required action which have been outlined as follows:

- if you lose your Card then you need to temporarily block/restrict your Card immediately through the myBOQ app or by calling us on **1300 55 72 72**. If you find your Card and it has not been in anyone else's possession then you can remove the temporary block/restriction on the Card. If the Card has been in someone else's possession then you need to cancel the Card as the details may have been compromised;
- if your Card has been stolen then you must report your Card as lost or stolen immediately through the myBOQ app or by calling us on **1300 55 72 72**; or
- if you are overseas or require a Visa emergency replacement Card, we can assist in organising one and a fee may be charged so refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found on our website [boq.com.au](http://boq.com.au) and myBOQ app.

### 7.11 Chargeback rights

If you believe a transaction on your Card was:

- unauthorised;
- for goods or services and the Merchant did not deliver them and a refund or credit was not offered or provided by the Merchant; or
- for goods and services which did not match the description provided by the Merchant and a refund or credit was not offered or provided by the Merchant,

then you may be entitled to request us to 'chargeback' the transaction, by reversing

## 7. Visa Debit Card (continued)

the payment to the Merchant's financial institution. Chargebacks are determined by the Visa scheme rules and we will process any chargeback request in accordance with those rules. You should tell us as soon as possible, but no later than 120 days after the date of the transaction and providing us with any information we may require to assess your chargeback claim. Failure to do so may result in you losing any chargeback rights.

We may in good faith chargeback some or all of the amount disputed. However, if we do chargeback the transaction, and Visa, the Merchant or the Merchant's financial institution subsequently declines to chargeback the transaction, we will deduct the refunded amount from your Account.

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## 8. Securing your Account

You must take all reasonable precautions to ensure your devices, Access Code and security information remain secure. You may be liable for any loss in accordance with the ePayments Code if you fail to do so.

To keep your Account secure you must not:

- use a device that is not your own and is not secured to download and access the myBOQ app;
- voluntarily provide your Access Code or security information to anyone. This includes family members, accountants, financial planners or anyone else you consider should be authorised to access your account details;
- select an Access Code that is easy for another person to guess, observe or deduce. For example, your Access Code must not be repeated, ascending or descending numbers or representation of your date of birth or recognisable part of your name;
- provide security questions and answers that other people will be able to know. It is important that only you are able to provide this information; or
- write down, record or store your Access Code or any of your security questions and answers anywhere including with any device (i.e. your mobile) which is required to make a transaction.

These precautions are necessary to avoid any financial loss. If you become aware or suspect that your device, Access Codes, security answers or mobile number has been compromised then you need to contact us immediately by calling us on **1300 55 72 72** or **+61 7 3336 2420** if you are telephoning from outside Australia. This includes if you have provided the information to someone else or you suspect someone has obtained it without your permission.

If we believe that there is the potential for financial loss to you or to us then we may restrict your Account(s). This may be the result of any of the following:

- unusual or suspicious activity on your device or that the myBOQ app is being accessed by a device that is not secure;
- unusual or suspicious account activity such as transfers or transactions;
- failed login attempts or failed answers to your security questions; or
- any other unusual activity related to your Account.

We may send you notifications to warn you about activity on your Account. It is important that if that activity is not performed by you then you contact us straight away on **1300 55 72 72** or **+61 7 3336 2420** if you are telephoning from outside Australia.



## 9. Mistaken Payments

The table underneath this section sets out the process we will follow under the ePayments Code if you make or receive a Mistaken Payment.

If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your Account while we conduct further investigations.

If you receive Centrelink payments or any other protected payment that is listed on the 'Australian Government Protect Payment Website', we will not debit in excess of 10% of any protected payment deposited to your Account to refund the Mistaken Payment to the payer's financial institution. This does not prevent us from freezing the Mistaken Payment funds or other funds held in your Account that are not derived from a protected payment and using those funds to return the Mistaken Payment.

If you notify us of a Mistaken Payment you have made or received or raise a complaint in respect of a Mistaken Payment, we will deal with the complaint under our internal dispute resolution procedures and will not require you to complain to the other financial institution involved in processing the Mistaken Payment. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to the 'Resolving Errors or Disputes' section for more information.

Resolving Mistaken Payments	
If you made a Mistaken Payment	If you received a Mistaken Payment
Funds are available and a report is made within 10 Business days	
<ul style="list-style-type: none"> <li>If we and the receiving financial institution are satisfied that you made a Mistaken Payment, the receiving financial institution must return the funds to us. This may take up to 10 Business days.</li> </ul>	<ul style="list-style-type: none"> <li>If we are satisfied that a Mistaken Payment has occurred, we will place a hold on the funds in your Account and proceed to return the funds to the sending financial institution. This may take up to 10 Business days.</li> </ul>
<ul style="list-style-type: none"> <li>If the receiving financial institution is not satisfied that you made a Mistaken Payment, they may ask for the recipient's consent to return the funds to us.</li> </ul>	<ul style="list-style-type: none"> <li>If there are insufficient funds in your Account, we may debit your other Account(s) if those Accounts have available funds.</li> </ul>
<ul style="list-style-type: none"> <li>If we receive the funds back from the recipient, we will return the funds to you as soon as practicable.</li> </ul>	<ul style="list-style-type: none"> <li>If we are not satisfied that you received a Mistaken Payment, we may ask for your consent to return the funds.</li> </ul>
<ul style="list-style-type: none"> <li>If we are not satisfied that you made a Mistaken Payment, we will not take any further action.</li> </ul>	

Resolving Mistaken Payments	
If you made a Mistaken Payment	If you received a Mistaken Payment
Funds are available and report is made between 10 Business days and 7 months	
<ul style="list-style-type: none"> <li>The receiving financial institution has 10 Business days to investigate.</li> </ul>	<ul style="list-style-type: none"> <li>We have 10 Business days to investigate.</li> </ul>
<ul style="list-style-type: none"> <li>If a Mistaken Payment has occurred, they will place a hold on the funds and give the recipient 10 Business days to establish that they are entitled to the funds.</li> </ul>	<ul style="list-style-type: none"> <li>If we are satisfied that a Mistaken Payment has occurred, we will place a hold on the funds and give you 10 Business days to establish that you are entitled to those funds.</li> </ul>
<ul style="list-style-type: none"> <li>If the recipient cannot establish that they are entitled to the funds, the funds will be returned to us. We will return the funds to you as soon as possible.</li> </ul>	<ul style="list-style-type: none"> <li>If there has been a Mistaken Payment and there are insufficient funds in your Account, we may debit your other Account(s) if those Accounts have available funds.</li> </ul>
<ul style="list-style-type: none"> <li>If the receiving financial institution determines that a Mistaken Payment has not occurred, the receiving financial institution may seek consent from the recipient to return the funds to us.</li> </ul>	<ul style="list-style-type: none"> <li>If you cannot establish that you are entitled to the funds, we will return the funds to the sending financial institution.</li> </ul>
<ul style="list-style-type: none"> <li>If we are not satisfied that you made a Mistaken Payment, we will not take any further action.</li> </ul>	<ul style="list-style-type: none"> <li>If we are not satisfied that a Mistaken Payment has occurred, we may seek your consent to return the funds to the sender.</li> </ul>

## 9. Mistaken Payments (continued)

Resolving Mistaken Payments	
If you made a Mistaken Payment	If you received a Mistaken Payment
Funds are available and report is made after seven months	
<ul style="list-style-type: none"> <li>The receiving financial institution will ask if the recipient consents to the funds being returned.</li> </ul>	<ul style="list-style-type: none"> <li>We will ask if you consent to the funds being returned to the sender.</li> </ul>
<ul style="list-style-type: none"> <li>If we receive the funds back from the recipient, we will return those funds to you as soon as possible.</li> </ul>	
Mistaken Online Payment – funds not available	
<ul style="list-style-type: none"> <li>If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us (for example, by facilitating an instalment arrangement).</li> </ul>	<ul style="list-style-type: none"> <li>If you have insufficient funds, we will work with you to return the funds to the sender (for example, by facilitating an instalment arrangement).</li> </ul>

## 10. When you are liable for loss in respect of an Unauthorised Transaction

This section sets out your liability for Unauthorised Transactions debited to your Account. We will assess your liability in respect of an Unauthorised Transaction in accordance with the ePayments Code, which provides that you are not liable for loss arising from an Unauthorised Transaction if it is caused by:

- fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a Merchant or their employee or agent;
- a Card, Identifier or Pass Code (such as a PIN) which is forged, faulty, expired or cancelled;
- a transaction requiring the use of a Card and/or Pass Code that occurred before you received the Card and/or Pass Code (including a reissued Card or Pass Code);
- a transaction being incorrectly debited more than once to your Account; or
- an Unauthorised Transaction performed after we have been informed that a Card has been misused, lost or stolen, or the security of a Pass Code has been breached.

You are also not liable for loss arising from an Unauthorised Transaction:

- that can be made using an Identifier without a Pass Code or Card. Where a transaction can be made using a Card, or a Card and an Identifier, but does not require a Pass Code, you are liable only if you unreasonably delay reporting the loss or theft of the Card; or
- where it is clear that you have not contributed to the loss.

### 10.1 Your liability for loss

If the above provisions do not apply, you may only be made liable for losses arising from an Unauthorised Transaction in the following circumstances:

- where we can prove on the balance of probability that you contributed to a loss through fraud, allowing another person to register a fingerprint on any device giving access to your Card, or breaching the security requirements under the 'Securing your Account' section:
  - you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card or device or breach of security is reported to us; and
  - you are not liable for the portion of losses:
    - incurred on any one day that exceeds any applicable daily transaction limit;
    - incurred in any period that exceeds any applicable periodic transaction limit;
    - that exceeds the balance of your Account, including any pre-arranged credit; or
    - incurred on any account that we and you had not agreed could be accessed using the Card or Pass Code used to perform the transaction.
- where:
  - more than one Pass Code is required to perform a transaction; and
  - we prove that you breached the Pass Code security requirements outlined in the 'Securing your Account' section for one of the Pass Codes, but not all of the required Pass Codes, you are liable under this section only if we also prove on the balance of probability that the breach of the Pass Code security requirements under the 'Securing your Account' section was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- you are liable for losses arising from Unauthorised Transactions that occur because you contributed to losses 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.

Note: Reasonable safety standards that mitigate the risk of a Card being left in an ATM include ATMs that capture Cards that are not removed after a reasonable time and ATMs that require a Card holder to swipe and then remove a Card in order to commence a transaction.

## 10. When you are liable for loss in respect of an Unauthorised Transaction (continued)

- where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting the misuse, loss or theft of a Card/Device, or that the security of all Pass Codes has been breached, you:
  - are liable for the actual losses that occur between:
    - when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card or Device; and
    - when the security compromise was reported to us; and
  - are not liable for any portion of the losses:
    - incurred on any one day that exceeds any applicable daily transaction limit;
    - incurred in any period that exceeds any applicable periodic transaction limit;
    - that exceeds the balance on the Account, including any pre-arranged credit; or
    - incurred on any Account that we and you had not agreed could be accessed using the Card/Device and/ or Pass Code used to perform the transaction.

Note: You may be liable under section 11.3(b) of the ePayments Code if you contributed to the loss, or if another Account holder contributed to the loss.

- where a Pass Code was required to perform an Unauthorised Transaction, and the above sections do not apply, you are liable for the least of:
  - \$150 or a lower figure determined by us;
  - the balance of the Account(s) which we and you have agreed can be accessed using the Card/Device and/or Pass Code, including any prearranged credit; and
  - the actual loss at the time that the misuse, loss or theft of a Card/Device or breach of Pass Code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

### 10.2 Liability for loss caused by system or equipment malfunction

You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.

Where you should have been reasonably aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed on you.

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## 11. Overdrawn Accounts

You must ensure that your Account does not become Overdrawn. If your Account does get Overdrawn then you must make a payment into your Account immediately. By not doing so you may incur interest charges on the overdrawn amount as set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found on our website at [boq.com.au](http://boq.com.au) and the myBOQ app.

If your Account is Overdrawn then we may transfer funds into that Account from one of your other Accounts (whether it is from your individual or Joint Accounts). We do not need to provide you notice when doing so.

We may, if we consider it reasonably prudent to do so, decline or dishonour any transaction that would result in your Account being overdrawn if accepted.

While we may prevent your Account from being overdrawn by declining a transaction, there are instances where we are required to accept a transaction or

## 11. Overdrawn Accounts (continued)

may elect to accept a transaction notwithstanding this will result in your Account being overdrawn. For example:

- a chargeback that is honoured by us is later rejected by the merchant's bank;
- direct debits, cheques and Visa debit transactions payments which are honoured at our discretion;
- bank systems are unavailable or a merchant transaction settles at a later date; or
- a transaction draws from uncleared funds in your Account due to timing differences.

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## 12. Fees

Fees and charges related to your Account can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges on our website at [boq.com.au](http://boq.com.au) or by downloading via the myBOQ app.

You agree to pay those fees and charges and that we can deduct them from your Account. We may change these with notice to you. All fees and charges deducted from your Account will appear on your statement.

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## 13. Statements

We will issue you with a statement of account:

- every 6 months for each Account;
- after you close your Account; and
- to each Account holder of a Joint Account

Account Statements are prepared and issued on the same date of the month the Account was established (eg if you open an Account on the 5<sup>th</sup> day of a month, your Account statements will be prepared and issued on the 5<sup>th</sup> day of each Month for which a statement is prepared). You can ask us to change the frequency of your Account statements and also download ad-hoc statements for any period via the myBOQ app.

Each statement will provide you with a list of all transactions on your Account since the last statement. You should check all the transactions on your statement carefully and ensure all of them were made by you or the Joint Account holder. You should let us know immediately if there is an error on your statement by contacting us on **1300 55 72 72**.

Statements for your Account that were generated in the last 7 years will be available from the myBOQ app. You can also request statements by contacting us on **1300 55 72 72** but you may be charged a fee (refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges on our website at [boq.com.au](http://boq.com.au) or the myBOQ app).

If you convert an existing BOQ Account that is not accessible via the myBOQ app to an Account with myBOQ app access then only the most recent account history will be available to be viewed on the myBOQ app. The historical account information prior to the conversion will still be available to you in the same manner that you could access that information prior to converting the BOQ Account to an Account with myBOQ app access.

## 14. Changes to our Terms and Conditions

From time to time we may make changes to these Terms and Conditions, your account features, Interest rates, fees and charges.

We will give you 30 days of advance notice if we make any of the changes below. We may do so in writing or by advertising in the national or local media.

### 14.1 Fees and Charges

- Increase a fee or charge; or
- Introduce a new fee or charge.

### 14.2 Interest

- Change the way interest is calculated;
- Change the balances to which interest is applicable; or
- Change the frequency of when interest is credited.

### 14.3 Operating your Account

- Increase your liability for losses in relation to transactions made using, phone banking or operator assisted banking; or
- Impose, remove or change the daily transaction limit or other periodic limit applying to the use of your Account, phone banking or operator assisted banking (unless required to restore or maintain the security of your Account or our systems).

We will give you at least 30 days of prior notice of any other change that is unfavourable to you unless it is a change of the Account Interest rate, reasonably necessary to manage a material and immediate risk or to manage the introduction of a government charge that you pay directly, or indirectly, as part of your Banking Service. We may do so in writing or by advertising in the national or local media or giving you notice in a manner allowed by law.

We will notify you of all other changes to these Terms and Conditions no later than the date that the change takes place. We may do this in writing, advertising in a national newspaper or another manner allowed by law. If it is a Joint Account, we will send the notice to both Account holders.

Unless it is required by law, we may not give you any prior notice of changes relating to the myBOQ app. If prior notice is not provided a notice of any change made to the myBOQ app that may impact your use of those facilities will be published on the myBOQ app when effected.

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## 15. Changes to Details

You must let us know if there is a change in your contact details. This includes a change to your name, mobile phone number, email address, residential address, postal address, tax information and Foreign Tax Residency Status. It's important that these details are up to date so that your Account(s) is secure and we can send communication to the right contact details. You can change your details through the myBOQ app.

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## 16. Notices

We can send letters, notices and statements to your email address, postal address or residential address that you have provided to us. We may also provide notices to you through our myBOQ app, or via SMS. When sending notices electronically, we may make the information available on our website for you to access.

If you don't inform us when you have changed your physical address or email address then we will still send notices to the most recent details you have provided us with. If we receive return mail from your address or an undeliverable email notification, we may place a block on your Account(s).

## 17. Closing Your Account

### 17.1 How you can close your Account

You may request to close your Account through the myBOQ app or our Customer Care team at any time. Both Joint Account holders will have the ability to request account closure. To close your Account you will need to make sure there is no money owing on your Account. If your Account has a credit balance or any accrued interest then you will need to transfer those funds out of your Account before closure. Once you close your Account we will attempt to stop all transactions from taking place, however some transactions may still occur. If that is the case then, subject to any rights you may have under these Terms and Conditions, you are still liable for these transactions and we will contact you if this happens.

### 17.2 How we may close your Account

We may close your Account without notice if:

- there is a legal requirement for us to do so;
- you have provided us with (or we reasonably believe you have provided us with) false or misleading information when you opened your Account;
- we believe that you have breached these Terms and Conditions or any of the terms and conditions related to your Account;
- it appears that your Account is dormant and is no longer in use;
- you are no longer an Australian resident; or
- we believe that any further use of your Account may cause a loss either to us or to you.

We may close your Account without reason by giving you at least 30 days prior written notice.

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## 18. Restricting/ Freezing your Account

We may need to stop transactions or transfers from taking place on your Account. We will do this by placing a block on your Account which will restrict money from going out, being transferred in or both. This can occur at any time without prior notice but your Account will still continue to earn interest.

We may place a block on your Account if:

- we are required to do so by law;
- we believe that further use of your Account may result in loss to you or us;
- you don't provide us with information we require to verify your identity or the source of funds;
- you don't provide us with accurate and up to date Foreign Tax Residency Status information;
- we believe that there is fraudulent activity occurring in relation to your Account;
- we reasonably believe that your risk profile has adversely and materially changed as a result of our continuous screening;
- your Account details or online access details have been compromised;
- you haven't made a transaction on your Account for at least 2 years;
- you have a Joint Account and we become aware that there is a dispute or you notify us to change the Account authority; or
- we become aware that the sole Account holder dies.

We understand that having access to your money is important. If access to your funds has been restricted and you require urgent access to your money then contact us on **1300 55 72 72** or **+61 7 3336 2420** if you are telephoning from outside Australia so that we can endeavour to assist you.

## 19. Inactive Accounts

If there are no deposits or withdrawals from your Account in the last 24 months then we may close your Account. When closing your Account, we may do the following:

- transfer the funds to any active Account you have with us; or
- move your funds to a non-interest bearing Account with us.

If there are no deposits or withdrawals from your Account in the last 7 years and you have not contacted us to claim your money then:

- we will pay the funds to the relevant government agency as unclaimed money. You will be able to reclaim these funds from that government agency; or
- if the balance is below the minimum prescribed by law it will become our property.

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## 20. General Terms

### 20.1 Banking Code of Practice (BCOP)

BOQ has adopted the Banking Code of Practice. This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice. We will comply with the BCOP, where it applies to the Account and payment services we provide to you.

### 20.2 ePayments Code

We comply with the ePayments Code which regulates consumer electronic payment transactions, including ATM and Card transactions, online payments, internet and mobile banking, and BPAY (as applicable).

### 20.3 Anti-Money Laundering and Counter-Terrorism Finance Act 2006 (Cth)

We can delay, block or refuse any request or transaction on your Account, including requests for making a payment, withdrawal, or deposit, or close your Account, or take any other action, if we reasonably consider it necessary to do so in order to comply with any law in Australia or any other country, and you agree that we are not liable for any loss suffered by you, any additional Account holder, or other third parties arising directly or indirectly as the result of us taking this action.

Notwithstanding that you may already have an Account with us and that you may have previously provided all Account opening or other documentation, we reserve the right to request additional and/or updated information. 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 the laws of any other country with which we are required to comply.

You warrant that you are acting on your own behalf in entering into this agreement.

You represent and warrant to us that you will not do, or omit to do, anything that would cause us to breach any laws in Australia or any other country.

### 20.4 Our Liability

We are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your instructions; or
- except as provided under the ePayments Code, for the unavailability or loss of electronic access to your Account(s) 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, we are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the goods and services purchased must first be directed to the Merchant.



## 20. General Terms (continued)

### 20.5 Assignment

We may at any time and without notice assign any of the rights, interests or obligations under these Terms and Conditions, in whole or in part, by operation of law or otherwise without your prior written consent where we reasonably consider that the assignment will not materially affect your continued operation of your Accounts.

### 20.6 Financial Claims Scheme

As an Account holder you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each Account holder. The limit for each Account holder is calculated by determining balances held at each banking institution and therefore the limit is calculated to all funds held by an Account holder at BOQ or any of its subsidiaries. Further information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

### 20.7 Privacy and Confidentiality

You can ask us for a copy of our Privacy Policy at any time which 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.

### 20.8 If you have a problem, complaint or dispute

#### (a) Our service commitment

At BOQ we are committed to provide our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

#### (b) How to contact us

If you have a complaint, there are a number of ways to contact us:

- Contact your local branch manager or Business Banker
- Call us on **1300 55 72 72**, 24 hours a day, 7 days a week
- Complete the online complaints form at [www.boq.com.au/feedback-and-complaints](http://www.boq.com.au/feedback-and-complaints)
- Contact our Customer Relations Department via:  
Email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)  
Call: **1800 663 080**  
Write to: 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 who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our 'Complaint Guide' or alternatively download a copy available on our website.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with electronic transactions to which the ePayments Code applies.

## 20. General Terms (continued)

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

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

- Call: **1800 931 678**
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Online: [www.afca.org.au](http://www.afca.org.au)
- Write to: GPO Box 3, Melbourne VIC 3001

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