

# Product Disclosure Statement for Savings & Investment Products and Access & Payment Services.

December 2005

 *Community*

**CPS**

CPS CREDIT UNION CO-OPERATIVE (ACT) LIMITED

ABN 31 087 649 670

AFSL 240 672

*Life without a Bank*

This Product Disclosure Statement (PDS) provides information about the savings accounts, term investments and access and payment services offered by CPS Credit Union Co-operative (ACT) Limited ABN 31 087 649 670 (“Community CPS”, the “Credit Union”, “us” or “we”). It is designed to help you make informed decisions in relation to the accounts and products that we offer.

This document, which forms part of the PDS, contains the terms and conditions and other information for the following products and services:

- Savings Accounts
- Term Investment Accounts
- Access and Payment Services

This document should be read in conjunction with the following documents which also form part of this PDS:

- Fees and Charges Booklet; and
- Interest Rate Schedule.

This document is dated July 2005.

Information in this PDS, including interest rates, is subject to change from time to time and may be updated by us.

The relevant provisions of the Credit Union Code of Practice and EFT Code of Conduct apply to all Conditions of Use covered by this document.

Terms and conditions for Community CPS' Internet and Telephone Banking Services are available from our website, [www.cpsact.com.au](http://www.cpsact.com.au), or from any Community CPS Branch. Terms and Conditions for other products and services covered within this document are available upon request at any Branch.

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# **1. Savings Accounts**

## **1.1 Account Types**

Community CPS offers the following savings accounts:

- S1 – S4 General Savings Account
- S9 Action Account
- S10 Smart Saver Account
- S12 Christmas Club Account
- S14 Pension Protection Plan Account
- S15 Money Manager Account
- S16 e-Savings Account
- S30 Edvest Money Manager Account
- S51 All-in-One Home Loan
- S70 Business Account

## **1.2 Account Features**

The table overleaf outlines the key features for each of the above accounts, including the frequency with which interest is paid to the accounts, the ways in which the accounts can be accessed and any minimum transaction amounts.

<b>Account</b>	S1–S4 S51	S9 (d)	S10 (e)	S12
<b>Feature</b>				
<b>Interest</b>				
Payment Frequency	6 monthly	monthly	6 monthly	6 monthly
<b>Access method</b>				
Direct Debit	Y	Y	Y	
Quick Debit	Y	Y	Y	Y
Direct Credit	Y	Y	Y	Y
Internet Banking	Y	Y	Y	Y(b)
BPAY	Y	Y	Y	Y(b)
Telephone Banking	Y	Y	Y	Y(b)
ATM / EFTPOS Access	Y	Y		
Visa Card	Y	Y		
Cheque Account	Y	Y		
Over the counter transaction	Y	Y	Y	Y(b)

(a) Minimum transaction amount applies. Transaction must be at least \$500.

(b) Withdrawals are only permitted between 1 November and 31 January.

(c) Only available for approved businesses.

(d) Opening minimum deposit \$1000.

(e) Debit fees apply after the second withdrawal each month.

### **1.3 Terms and Conditions Applicable to all Savings**

#### **Accounts**

The following terms and conditions are applicable to all Community CPS savings accounts unless otherwise stated:

Generally, you may only open a Community CPS savings account if you are an individual and the account is wholly or exclusively for your private use. This does not apply to the S70 business account.

S14	S15 S30 (d)	S16	Mortgage Breaker (Offset account)	S70 (c)
monthly	quarterly	monthly	no interest	6 monthly
Y	Y (a)		Y	Y
Y	Y (a)	Y	Y	Y
Y	Y (a)	Y	Y	Y
Y	Y (a)	Y	Y	Y
Y	Y (a)	Y	Y	Y
Y	Y (a)	Y	Y	Y
Y	Y (a)		Y	Y
Y				Y
Y				Y
Y	Y (a)		Y	Y

If a savings account requires two or more signatories to make a withdrawal then:

- some access methods including ATM/EFTPOS, Visa Card and cheque account, will not be available; and
- withdrawal restrictions will apply to BPAY, Telephone Banking and Internet Banking.

#### **1.4 Terms and Conditions for Specific Savings Accounts**

The specific terms and conditions applicable to particular savings account types are as follows:

##### **S1 – S4 General Savings Accounts**

No minimum deposit or balance restrictions apply.

### **S9 Action Account**

A minimum deposit of \$1,000 is required to open the account and then the balance can fall below \$1,000. However, the interest paid on balances below \$1,000 equates to the General Savings Account interest rate.

### **S10 Smart Saver Account**

No minimum deposit or balance restrictions apply. However, two free withdrawals are permitted each calendar month, after which each subsequent withdrawal that month incurs an excess debit fee, the amount of which is specified in the Schedule of Fees and Charges booklet.

### **S12 Christmas Club Account**

Withdrawals from the account are only permitted between 1 November and 31 January (inclusive) each year.

If funds are withdrawn from the account outside of this period then the Credit Union reserves the right to close the account. Any credit balance remaining in the account will be transferred to the S1 General Savings Account (or such other savings account of the Credit Union's choosing).

### **S14 Pension Protection Plan Account**

The Pensioner Protection Plan Account is only available to members who receive one of the following Australian Government (Centrelink or Veteran's Affairs) pensions/allowances and whose financial investments are assessed for their entitlement to that pension/allowance.

- age pension
- disability support pension
- carer's pension
- wife's pension
- widow's pension
- veteran's pension



All self-funded retirees, including recipients of superannuation pensions (including government superannuation), are not eligible for this product.

If the account is held in joint names, if either or both applicants meet the account eligibility requirements, they are eligible for the S14 account.

If any of the above conditions cease to apply, you will no longer be eligible for a Community CPS Pension Protection Plan Account. If Community CPS no longer considers you are eligible, we will write to you and give you 30 days to establish that you are still eligible. If you do not establish that you remain eligible within this 30-day period your account will be closed and any credit balance remaining in the account will be transferred to the S1 General Savings Account (or such other savings account of the Credit Union's choosing).

### **S15 Money Manager Account**

A minimum deposit of \$1,000 is required to open the account. All deposits to the account are held for a minimum of seven days. The minimum transaction amount is \$500.

### **S16 e-Savings Account**

You can only access this account by:

- Internet banking
- Telephone banking

All Staff Assisted transactions will incur a fee.

### **S30 Edvest Money Manager Account**

This account is only available to Edvest members. A minimum deposit of \$1,000 is required to open the account.

All deposits to the account are held for a minimum of seven days. The minimum transaction amount is \$500.

## **Mortgage Breaker (Offset Account)**

This savings account can be linked to a mortgage loan on the same membership. Only one Mortgage Breaker account can be linked to a loan.

Interest is not paid on the Mortgage Breaker account. 50% of the balance in the Mortgage Breaker account each day is offset against the mortgage loan balance of that day when calculating the interest to be charged on the linked mortgage loan. The Mortgage Breaker facility is not available on an L69 Investment Home Loan.

\* A minimum of \$500.00 must be retained in this account to receive the offset benefit.

## **S70 Business Cheque Account**

Various documents will be required to be sighted, prior to an S70 Business Cheque Account being opened.

Details of the relevant documents, for the particular type of business organisation involved, are detailed on the Business Account Application Form, which also contains the relevant terms and conditions.

## **Edvest**

Edvest is a financial lifestyle program developed exclusively for Credit Union members aged 50 years and over. There are several high interest investment options available, some of which provide an Edvest bonus interest rate. The program also incorporates discounts at retailers and services providers. An annual fee applies.

## **1.5 Interest on Savings Accounts**

The interest rate on some Community CPS savings accounts is tiered, which means that you will earn different rates of interest, depending on the balance of your account. Interest is calculated on the daily balance and is paid, in respect of each account, at the frequency specified in the table "Account Features" on pages 6 and 7 of this booklet.

The current interest rates for our savings accounts are contained in the Schedule of Interest Rates which forms part of this PDS. The most up to date Schedule of Interest Rates is available on request.

### **1.6 Risks associated with Savings Accounts**

There are no significant risks associated with savings accounts. You should, however, be aware of the security matters dealt with on pages 44–45 of this document.

### **1.7 Tax implications of Savings Accounts**

Interest earned on savings accounts must be declared for income tax purposes.

If you do not provide us with your tax file number, we will deduct tax from your interest earned at the highest personal income tax rate.

## **2. Term Investment Accounts**

### **2.1 Account Types**

Community CPS offers the following term investment accounts:

- Standard term investment
- Monthly interest term investment
- Monthly planned withdrawal term investment
- Negotiated term investment

### **2.2 Account Features**

The following table outlines the key features for each of the above accounts, including the minimum investment amount, the minimum investment period, the maximum investment period and when interest is paid on the accounts.

<b>Account type</b>	<b>Minimum investment amount</b>	<b>Minimum investment period</b>	<b>Maximum investment period</b>	<b>Interest</b>
Standard term investment	\$500	3 months	5 years	Payable on maturity for investment period up to 12 months  Payable annually or on maturity for investment period greater than 12 months
Monthly interest term investment	\$5,000	3 months	12 months 23 months if Edvest member	Payable monthly
Monthly planned withdrawal term investment *	\$5,000	1 year	3 years	Interest and principal reduction paid to a savings account monthly
Negotiated term investment	\$50,000	1 month	12 months	Payable on maturity

\*Account only available to Edvest members

## **2.3 Terms and Conditions Applicable to Specific Term Investments**

### **Standard Term Investment**

The following terms and conditions are applicable to all standard Community CPS term investment accounts:

- The minimum term investment amount is \$500.

- The minimum investment period is 3 months.
- The maximum investment period is 5 years.
- The interest rate will remain fixed for the term of the investment period. Interest is calculated on the date of the initial deposit, but not on the day of redemption.
- Interest is payable on maturity of the investment for investments up to a period of 12 months.
- Interest on investments for a period greater than 12 months is payable annually or on maturity as specified by the member on the application form. However, if the annual interest option is chosen, interest cannot be re-credited to the Term Investment Account. In the event that a member fails to select an option for interest to be paid, the Credit Union will pay interest on maturity.
- On maturity, unless written direction to the contrary is given by the member, the principal and interest, if applicable, will be re-invested for a similar term at the interest rate applicable to that term.
- Additional deposits cannot be added to the Term Investment Account during its term, however a member may open any number of investment accounts provided that the respective conditions are met for each investment.

### **Monthly Interest Term Investment**

The following terms and conditions are applicable to all monthly interest Community CPS term investment accounts:

- The minimum term investment amount is \$5,000.
- The minimum investment period is 3 months.
- The maximum investment period is 12 months (23 months if the account holder is a member of Edvest).
- Interest is payable monthly.

### **Monthly Planned Withdrawal Term Investment**

The following terms and conditions are applicable to all monthly planned withdrawal Community CPS term investment accounts:

- Account only available to Edvest members.
- The minimum term investment amount is \$5,000.
- The minimum investment period is 1 year.
- The maximum investment period is 3 years.
- Interest and principal reduction are paid to a savings account monthly.

### **Negotiated Term Investments**

The following terms and conditions are applicable to all negotiated Community CPS term investment accounts:

- The minimum term investment amount is \$50,000.
- The minimum investment period is 1 month.
- The maximum investment period is 12 months.
- Interest is payable on maturity.

### **2.4 Interest on Term Investment Accounts**

The interest rate on Community CPS term investment accounts is calculated and paid as outlined previously and in the 'Account Features' table for term deposits on page 12.

The current interest rates for our term investment accounts are contained in our Schedule of Interest Rates, which form part of this PDS. The most up to date Schedule of Interest Rates is available on request.

### **2.5 Early Redemption of a Term Investment**

The following redemption rules are applicable in relation to all standard Community CPS term investment accounts except for negotiated term investments.

The redemption of an investment prior to the maturity period is subject to the approval of the Credit Union.

An application for an early redemption of a term investment must be in writing.

7 days notice is required for the early redemption of a term investment.

In the event of the Credit Union agreeing to the early redemption of an investment, the whole investment must be redeemed.

An interest rate penalty of 50% will apply to every investment redeemed prior to maturity. For example if the investment was originally invested at 4%, then the rate payable on early redemption will reduce to 2%.

For investments that have been opened longer than 12 months with interest paid annually, the 50% interest penalty will result in a reduction in the principal amount repaid on redemption.

### **Negotiated Term Investments**

The following redemption rules apply in relation to Community CPS negotiated term investments.

The redemption of an investment prior to the maturity period is subject to the approval of the Credit Union.

An application for an early redemption of a term investment must be in writing.

7 days notice is required for the early redemption of a term investment.

In the event of the Credit Union agreeing to the early redemption of an investment, the whole investment must be redeemed.

An interest rate penalty of 1.5% will apply to every investment redeemed prior to maturity.

## **2.6 Risks associated with Term Investments**

There are no significant risks associated with term investment accounts.

However you should be aware of the following:

- the early redemption penalty will apply if there are any unforeseen circumstances that require you to redeem a term investment prior to maturity;
- the impact that inflation may have on your investment and whether the interest rate applicable to the investment is greater than the rate of inflation; and
- the impact that changes in market interest rates may have on your investment over the life of the investment.

## **2.7 Tax implications of Term Investments**

Interest earned on term investment accounts must be declared for income tax purposes.

If you do not provide us with your tax file number, we will deduct tax from your interest earned at the highest personal income tax rate.

## **3. Access and Payment Services**

### **3.1 Redicards**

You may apply at any Community CPS branch to have a Redicard linked to your account. The issue of a Redicard is at the discretion of the Credit Union, and the card cannot be used on all accounts. The application for, and use of, Redicards is subject to the Redicard Conditions of Use.

A person who has authority to operate on an account may be issued with a Redicard with the authority of the Primary member. You should ensure that any person authorised to use a Redicard on your account reads these terms and conditions and the Redicard Conditions of Use.



A Redicard serves as identification for transacting on your account and when using ATM's and EFTPOS devices. Each Redicard holder is issued with a personal identification number (PIN).

Redicards branded with the "PLUS" logo can be used to withdraw cash from overseas ATM's. Fees apply to this service and these are detailed in the Fees and Charges booklet.

Organisations, businesses and persons under the age of 12 may not be permitted to hold a Redicard. However, in the case of a Sole Trader business, a Redicard may be issued in the name of the sole trader, not the business trading name.

To activate a Redicard received in the mail complete the PIN Mailer Form received with your PIN number, and forward it to any branch for processing.

Redicards issued directly in branches will be activated by the Credit Union at that time. A Redicard cannot be used until it has been activated.

### **Redicard And Visa Debit Card Conditions Of Use**

Members may apply for a Redicard and/or Visa Debit Card.

Separate Conditions of Use for the Credit Union Redicard and Visa products can be found on page 58 of this document.

### **3.2 Corporate Cheques**

Corporate cheques are drawn on the Credit Union's bank account, with the amount being debited to the member's account. Cheques can be made payable to any person or organisation stipulated by the member. If a member desires to 'stop' an unpresented corporate cheque, the following is required:

- the payee shown on the cheque (i.e. the person or organisation to whom the cheque was made out) must sign a letter saying they have no further interest in the cheque. This letter must be given to the Credit Union; and
- the member who requested the corporate cheque must complete an indemnity against all claims and demands, actions and proceedings that may be made against the Credit Union arising from the stopped cheque.

Corporate cheques may be subject to a clearance period when deposited with other financial institutions.

### **3.3 Travel Instruments**

#### **Traveller's Cheques**

The Credit Union issues traveller's cheques in a range of foreign currencies and amounts. Traveller's cheques may be ordered and purchased at any Credit Union branch at the prevailing exchange rate.

Unused traveller's cheques can be returned to the Credit Union for repurchase at the prevailing rate.

#### **Foreign Cash / Draft / Telegraphic Transfer**

These items are available from Credit Union branches, in over 35 currencies and in a variety of denominations. Both the sale and purchase is subject to prevailing exchange rates and are subject to fees and / or commissions.

#### **MoneyGrams**

MoneyGrams can be sent to over 55,000 locations around the world via the computerised MoneyGram agency network. Bank accounts or credit cards are not required and funds are payable immediately in cash. A schedule of fees, based on destination and amount, is available upon request.

## **Cash Passport**

Cash Passport is a pre-paid PIN-protected card that enables local currency to be obtained from over 690,000 Visa and Plus ATM's around the world.

Cash Passports can be purchased at any Credit Union branch and if a reloaded card is purchased, additional funds can be loaded to the card in Australia, subject to the Credit Union receiving the required ID confirmations.

No daily withdrawal limits apply and cards can be purchased in amounts ranging from A\$250 to A\$25,000. Lost / stolen card replacement is available 24 hours a day. The Credit Union charges initial set-up and reload fees at the point of purchase.

## **3.4 International Cheques**

International Cheques accepted by the Credit Union are subject to the Cheques Act 1986 and in accordance with the international cheques policy of our Agent Bank.

International cheques may be in any currency, and are normally valid for 6 months. A cheque clearance period applies.

Once credited to your account the funds will not be available immediately for withdrawal, and the cheque may still be dishonoured in which case, funds credited will be reversed and related fees charged to your account.

International cheques over the equivalent of AUD \$3,000 will be sent on a collection basis. The proceeds will take a minimum of 6 weeks to be credited to your account.

All foreign currency is subject to bank conversion fees as shown in the Fees and Charges Booklet.

### **3.5 Member Cheque Accounts**

Community CPS offers chequebook access to certain accounts. These are listed in the Account Features table at the beginning of this booklet.

If you have chequebook access to an account, the following terms and conditions apply:

- a) Each cheque must be completed properly and with due care so as to avoid fraudulent alteration and in accordance with the signing authority you give to Community CPS.

Properly completed cheques have the following characteristics:

- They are completed in pen (blue or black ink);
- They clearly state the payee;
- The amount of the cheque in words and figures match;
- They are signed by the authorised signatory or joint signatories;
- They do not have any spaces before or after the amount for which the cheque has been made out. This applies to both figures and wording, thereby leaving no room for others to make changes to the amount shown on the cheque; and
- There are sufficient funds, or available funds, in the account to cover the cheques you write. Available funds do not include any cheques deposited to your account that have not been cleared.

- b) You must notify Community CPS immediately if you have any cause whatsoever to suspect that a cheque drawn on your account has been forged or fraudulently altered in any way or has been drawn in whole or in part without authority from you;
- c) You must take reasonable care and precautions to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to Community CPS;
- d) You must keep chequebook's issued to you in a safe place and you must notify Community CPS immediately if they are lost, stolen or misused. If you do not, then subject to any applicable law, you do not have any right to make a claim against Community CPS in respect of such a matter (for example, a forged cheque);
- e) When a cheque is drawn on your account by any person, it will, when the cheque is handed to Community CPS:
- Be deemed to be a request by you to Community CPS to withdraw funds from your account for the amount shown on the cheque; and
  - Constitute an authority to pay those funds to the payee, endorsee, holder, bearer, depositor or presenter of the cheque of that person's bank / financial institution.
- f) If there are not enough cleared funds in your account when the cheque is presented for payment Community CPS may dishonour or pay the cheque at its discretion. This may result in your account being overdrawn. You may also incur a fee;

- g) If, when checking any cheque, Community CPS finds on it any irregularity or omission, Community CPS may dishonour payment of the cheque on your behalf;
- h) You authorise Community CPS to pay a post-dated cheque drawn on your account at any time before the stated date, and upon presentment to the account. A post dated cheque is a cheque which is dated some time in the future;
- i) You authorise Community CPS to pay a cheque drawn on your account notwithstanding that it is a stale cheque within the meaning of the Cheques Act 1986. A stale cheque is a cheque, which is more than 15 months old when it is presented for payment.

### **Cheque Clearances**

A cheque clearance period is placed on cheque deposits in order to minimise the risk of a cheque not being paid by the institution on which it is drawn. The period of clearance varies from cheque to cheque, depending on such variables as the risk involved and the period it takes for the cheque to pass through the Clearing System. Community CPS staff can advise you of the relevant clearance time at the time you deposit a cheque.

A relevant consideration is the bank or financial institution upon which the cheque is drawn and where the relevant branch of that institution is located. The standard period for clearance of cheques is 3 working days provided deposits are made before 2:00 pm, or such other time, determined by the Credit Union.

Although it is rare, it is possible that Community CPS will receive advice that a cheque has been dishonoured after the clearance period has expired.

### **Special Clearance**

Members who would like a cheque deposit to be cleared faster than normal may request a special clearance. To request a special clearance, you must advise Community CPS at the time the cheque is deposited. We will request our agent to have the cheque presented as quickly as possible. A special clearance fee will be charged for this service.

### **Stopping Payment on Cheques**

Community CPS will use its best endeavours to act on your instruction to stop a cheque, provided the cheque has not already been paid or used as consideration for the purchase of goods and/or services. Any request to stop payment on a cheque must be received in writing using the appropriate Community CPS form.

You should provide us with full details of the payee, the amount of the cheque, the date issued and the cheque number. You must also provide indemnity against all claims and demands, actions and proceedings that may be made against Community CPS because the cheque has been stopped. Community CPS will not become involved in a dispute between you and the payee. If a cheque, which you have stopped, is subsequently presented, you may incur a cheque dishonour fee.

## **Dishonoured Cheques**

Community CPS may dishonour a cheque issued by you in the following circumstances:

- Your account does not contain sufficient funds or available credit to cover the cheque;
- The amount needed in your account to cover the cheque includes cheque deposits that have not been cleared;
- Your cheque is incomplete (see explanation below); and
- Community CPS has received notice of your death or mental incapacity.

A cheque is incomplete if:

- It has not been signed by an authorised signatory;
- It has not been signed in accordance with an authority held by Community CPS;
- There has been a material alteration which not been initialled by the authorised signatory;
- The cheque is post dated;
- The cheque is stale; and
- The cheque is written in pencil.

If we elect to pay an incomplete cheque, we may still recover from you, any money that you owe us as a result of the cheque being paid. For example, if we elect to pay an incomplete cheque and this overdraws your account, we may still recover the overdrawn amount from you. Any decision by Community CPS to pay a cheque that overdraws your account is not to be implied as an agreement to advance credit to you.



## **Cheque Crossings and Bearer Cheques**

- a) If you cross a cheque you are telling Community CPS not to cash it over the counter. The cheque must be paid into a bank account;
- b) If Community CPS does cash a crossed cheque it may be liable for any loss suffered by the true owner; and
- c) A cheque is crossed by drawing across the face of the cheque from top to bottom two parallel lines, with or without the words 'not negotiable' between them. A crossing may be added by you when you make the cheque or by any person who obtains possession of your cheque.

### **Meaning of 'Not Negotiable'**

The words 'not negotiable' between two parallel lines across the face of the 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 to another person. That person might then obtain payment of the cheque. In this case, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque, even though the person who has obtained payment may not have done anything wrong.

### **Meaning of 'Account Payee Only'**

These words are a warning to the financial institution with whom the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee. If Community CPS pays a different person, Community CPS may be liable to

the true owner, unless Community CPS has acted in good faith and without negligence (that is, Community CPS has made enquiries and received a reasonable explanation).

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

### **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 (i.e. the Payee). These words mean that (except where the cheque is crossed), the bank on which the cheque is drawn has the authority to pay the cheque to any person in possession of the cheque, even if that person found or stole it, unless Community CPS has reason to suspect the cheque might have fallen into the wrong hands.

You may alter this position by making the cheque an 'order' cheque. The simplest course is to cross out the words 'or bearer', which are printed, on the cheque. Also, you may wish to add the words 'to the order of' before the name of the payee. You will still need to cross out the words 'or bearer'.

If the cheque is an 'order' cheque, then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which it is drawn should only pay it:

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

## **Cheque Endorsement**

A cheque can be negotiated from one person to another if the payee endorses the cheque to a new payee. This means the original payee can transfer ownership of the cheque, and the entitlement to receive the amount of money shown on it, to another person.

To do this, the original payee must write the following words on the back of the cheque: 'please pay (name of the new payee)', and then sign underneath. The cheque then becomes what is known as a 'third party cheque'. A cheque crossed and marked 'not negotiable' can also be transferred in this way.

Please note Community CPS will not accept deposits of endorsed order cheques (Government issued or otherwise) unless we can verify the signatures of both the original payee and the new payee, or can be otherwise satisfied that the new payee has good title to the cheque.

That means, in most cases, only where both the original payee and the new payee are members of the Credit Union would we accept such endorsed order cheques.

If you receive third party cheques for deposit into your account, and the original payee is not a member of Community CPS, please contact your branch manager or supervisor to discuss acceptable ways of managing such situations in the future.

## **Cheque Alterations**

If you make a mistake, correct the mistake and initial the correction. If you make a mistake in the payee or the amount that might cause some confusion, you should destroy the cheque and issue a replacement.

## **Cheque Encashment**

In the event that you make an uncrossed cheque payable to cash, and that cheque is presented at the counter for payment by a person other than yourself, Community CPS will try to contact you to confirm it is in order to release the funds.

If unable to make contact, Community CPS will examine the cheque for authenticity and, if in order, cash the cheque. The person cashing the cheque may also be required to produce reliable proof of identity.

The above summary is not to be relied upon as legal advice or representation of all obligations that may apply to cheques. You should seek your own legal advice.

## **3.6 Bank Cheques**

Bank Cheques may be issued upon request. They are drawn on an Agent Bank on behalf of Credit Union members. A Community CPS corporate cheque is drawn at a branch and the member takes the cheque to the Agent Bank and branch nominated by the Credit Union. The bank exchanges this cheque for a bank cheque on payment of a fee. This fee is noted in the Schedule of Fees and Charges.

## **3.7 Interstate Transactions**

Members travelling interstate may withdraw cash from their eligible Community CPS account using Rediteller ATM's, Third Party ATM's and EFTPOS.

- For accounts that cannot be accessed as above, transactions may be made over the counter at participating interstate credit unions.
- When making a withdrawal in this manner, the interstate credit union will telephone us to obtain

authority to debit the account. The interstate credit union may charge a fee, at its discretion, for this service. You will be required to provide identification (e.g. Redicard, Drivers Licence).

- All withdrawals are subject to the policy of the interstate credit union.

### **3.8 International Drafts**

An international draft facility is available enabling funds to be forwarded overseas in selected currencies.

Drafts issued are drawn on our Agent Bank, which supplies us with a set of exchange rates on a daily basis.

Drafts may be posted on behalf of the member by the Credit Union and are sent by airmail in accordance with Australia Post conditions. Drafts may be subject to fees and charges and a clearance period at the receiving bank.

Fees for this service are listed in the Fees and Charges booklet.

### **3.9 Telegraphic Transfers**

Money can be transferred electronically via the SWIFT network to nominated accounts throughout Australia and overseas.

### **3.10 Telephone Banking**

The automatic telephone banking service is available 24 hours a day, seven days a week. Members can use this service to:

- Obtain account information;
- Check savings, loan and term investment balances;
- Review previous transactions;
- Ascertain interest earned;

- Transfer savings funds between Community CPS accounts and memberships; and
- Pay bills (using BPAY).

Terms and conditions of use of Community CPS Telephone Banking will be provided upon application or can be found at [www.cpsact.com.au](http://www.cpsact.com.au).

### **3.11 Direct Debit**

Funds can only be debited from an account where written authority has been granted by the member to the Direct Debit Supplier.

You need to indicate to Community CPS from which particular account your direct debit is to be processed. If no account is nominated or if there is insufficient funds in the nominated account, the request for payment will be debited from a savings account of the Credit Union's choosing.

If there is insufficient funds in your account the direct debit will be dishonoured and a fee applies. The fee is listed in the Fees and Charges booklet.

Cancellations of direct debits must be notified in writing to the Direct Debit Supplier.

Other financial institutions and organisations may have their own fees, particularly dishonour fees. Members are therefore advised to check on such fees with other institutions before requesting the direct debit or credit service.

### **3.12 Direct Entry**

You may have your salary, or other regular payments or Internet Banking transfers credited to your account. Any new direct credits will be deposited to the S1 Savings Account unless we are informed otherwise, in advance.

Details may be obtained from our branches and the Community CPS Call Centre.

Your request is also subject to your employer or the paying authority complying with any conditions that we impose from time to time and providing sufficient funds to us for crediting to your account.

We are not liable for any delay in the credits to your nominated account.

If your account is closed or we cannot identify the correct account number from the information supplied, we reserve the right to return the salary or payment to the sender.

If you change employer, or your current employer changes its payroll supplier, you must notify the Credit Union immediately.

### **3.13 Periodic Payment (Electronic Transfer)**

A Periodic Payment is an electronic transfer from your account to another specified account on a regular basis.

Periodic Payments can be arranged at any branch and specific terms and conditions for this service will be provided.

### **3.14 Internet Banking**

Community CPS Web-Link allows secure member access to accounts via the Internet 24 hours a day, seven days a week. The Web-Link menu options include:

- **Account Information**  
Account balances, transaction limits, interest earned and paid and a cheque search function.

- **Transfers and Payments**

Transfer funds within memberships, transfer to other Community CPS memberships and to BSB/Account Numbers at other financial institutions. Pay bills using BPAY. Access the online loan redraw facility. Maximum daily limits apply to some funds transfer options.

- **Loan Calculator and Payroll Split Information**

Allows you to view your payroll split information and utilise a loan calculator.

- **Personal**

Allows you to personalise your access code and request information from the Credit Union.

- **Logout**

Allows you to logout of the system safely and securely to avoid unauthorised use.

- **Help**

You can send an email request and also access details on system security, browser information and the terms and conditions for Community CPS Web-Link.

The Web-Link service may be unavailable from time to time due to system maintenance.

Terms and conditions of use of Community CPS Web-Link will be provided upon application, or can be found at [www.cpsact.com.au](http://www.cpsact.com.au).

### **3.15 BPAY**

Bpay is a bill payment service that enables members to pay bills electronically via Internet Banking or Telephone Banking. It is not available as a separate service. Refer to 3.10 and 3.14 above. The full terms and conditions for BPAY can be found on pages 80-90 of this PDS booklet.

### **3.16 Stopping or Altering a Payment Service**

If you wish to alter or stop a payment service, you must request this in writing. We may cancel or stop the regular payment upon advice from you, however,



if the payment is a direct debit payment for which you signed a direct debit request authority with a third party organisation, you must cancel or alter the direct debit authority with the other organisation directly, not the Credit Union.

### **3.17 Transaction Limits**

Transaction limits vary according to the type and nature of the account and the method of access used and are available upon request at any Community CPS branch.

## **4. Fees and Charges**

We will always provide members with information about our standard fees and charges when they first take up a Credit Union product or service, or at any time when a member specifically requests this information.

Details about our fees and charges can be found in the current Fees and Charges booklet( for personal accounts) and in the current Business Schedule of Fees and Charges. These schedules form part of this PDS.

The most recent version of our Fees and Charges booklet is available on request.

### **4.1 Payments and Commissions for other financial services**

Details of any payments and commissions received by the Credit Union for the provision of financial services in relation to third party products or other services are contained in the Financial Services Guide, which is available upon request.

## **5. General Terms and Conditions**

Community CPS reserves the right to reject any application for any product or service outlined in this Guide.

## 5.1 How to Open an Account

### Identification

Prior to opening your Credit Union membership (or becoming an additional signatory on an existing account) you will be required to provide documentation supporting your identity. This will be in accordance with the requirements of the Financial Transaction Reports Act, 1988. On these occasions, the Credit Union will need to complete a full check of your identity. This procedure will occur only once and will involve:

- making a series of checks on certain information provided by you; or
- obtaining a statement from an acceptable referee who has sighted your birth certificate, citizenship certificate or passport.

These procedures are part of the Financial Transaction Reports Act 1988, which is designed to help prevent people from using the financial system for tax evasion and money laundering. The Credit Union supports this national effort to fight crime and will do everything it can to make these procedures as smooth as possible for members. To be fully identified you must score at least 100 points on a point system of checks.

Financial institutions have been given more than 25 different sources they can use to verify your name, and in some cases your address as well. Special provisions apply to children's accounts and business accounts. Details of these are available from any Community CPS branch. The sources for checking your identity include:

### POINTS

Birth or citizenship certificate or passport	70
Drivers Licence	40
Mortgage Documents	35
Confirmation from employer	35
Credit card, passbook, etc	25

## **5.2 Statement from an acceptable referee**

A special form can be obtained from the Credit Union for this statement. The statement is signed by an “acceptable referee” after sighting either your birth certificate, citizenship certificate or passport.

The referees who can sign this statement are generally the same as those who can verify you on a passport application, and include:

- Credit Union staff authorised to open accounts;
- Dentists;
- Doctors;
- Justices of the Peace;
- Nurses;
- Pharmacists;
- Solicitors;
- Aldermen or Councillors of Municipal or Shire Councils;
- Ministers of Religion who are authorised Marriage Celebrants;
- Postal Managers;
- Police officers of the rank of Sergeant and above; and
- Teachers – fulltime, who have been teaching for more than 5 years at schools or tertiary institutions.

The referee must have known you for a minimum of 12 months.

The Credit Union can give further details on these procedures for proof of identity.

## **5.3 Tax File Number**

Under the Commonwealth Government’s income tax legislation, members can decide if they want to tell us their Tax File Number (TFN). If you choose not to tell us your TFN, we are required to deduct tax at the top marginal rate, from interest we pay to you. We are required to remit the tax directly to the Australian Taxation Office (ATO).

If you choose to tell us your TFN, we are required to inform the ATO, but we will not divulge it to anyone else. For information on exemptions to these TFN rules, please contact the ATO.

All tax file numbers are treated with the strictest confidence.

#### **5.4 Joint Accounts**

You may open an account with another person or persons to create a joint account. (The term "joint account" includes any Business, Trust, Superannuation, Club or Non-profit organisation account you may open with another person or persons). The first named person on the account will be classed as the 'Primary Joint Account Holder'. The second and any additional Joint Account Holders will be classified as 'Joint Account Holder'.

The only circumstance where the Primary Joint Account Holder has additional rights to a Joint Account Holder relates to voting rights as members at Community CPS Annual General Meetings and Special General Meetings. In this circumstance the Primary Joint Member will hold the voting rights.

These rights do not relate to the Financial Products of the Credit Union but concern the membership of the Credit Union. In relation to membership rights, members should refer to the Credit Union's Constitution, a copy of which is available from any branch of the Credit Union. Only one share (equal to one voting right) may be held per joint membership.

If you have a joint account, you will be required to specify how the account will operate. An account can be operated by "either party" or "all parties together".

### **"Either party to operate"**

If you specify "either party" to operate the account, this authorises each person named on the account to make withdrawals from the account independently of the other Joint Account Holders.

Each Joint Account Holder under "either to operate" authority will also be able to apply for the following access without the consent of the other Joint Account Holder:

- Redicard access;
- Visa Card access;
- Chequebook access;
- Internet Banking;
- Telephone Banking; and
- Any other form of access available to individual member accounts.

If the Credit Union becomes aware of a dispute between Joint Account Holders, it may decide only to permit operation on the account if all parties have signed the necessary authority together.

An authority for "either party to operate" may be cancelled by any one of the Joint Account Holders, whether a Primary Joint Account Holder or a Joint Account Holder.

This will change the operation of the account to "all parties together".

### **"All parties together"**

If you specify, "all parties together" to operate the account, all signatories on the account will be required to authorise each withdrawal from the account.

Account access is restricted to 'over the counter' transactions and/or Internet Banking with "view only" access. The following access is NOT permitted on joint accounts where "all parties together" are required to operate the account:

- Redicard access;
- Visa Card access; and
- Telephone Banking.

In relation to Business, Trust, Superannuation, Club or Non-profit organisation accounts, the Credit Union is prepared to consider different access conditions on a case-by-case basis. Any approval to change these access conditions would be subject to acceptance of separate terms and conditions by all the Joint Account Holders.

#### **Other terms and conditions – Joint Accounts**

Regardless of whether the joint account is to be operated by "either party" or "all parties together", the following terms and conditions apply:

- Each person on the account, whether joint or primary, will be held equally liable for all transactions made on the account regardless of which person made the transaction;
- The credit balance of a joint account is held jointly by all Joint Account Holders;
- The debit balance of a joint account is the joint and several responsibilities of all Joint Account Holders. We may sue all or any of the Joint Account Holders for an amount owing on the account;
- A cheque payable to any one, or all, of the Joint Account Holders may be deposited into the joint account;

- If a Joint Account Holder dies, the surviving Joint Account Holder(s) will hold the credit / debit balance of the account;
- A joint account will revert to a single account in the case where there is only one surviving Account Holder on the account. In this circumstance the terms and conditions applying to single accounts will apply to the account;
- No person on a joint account, whether joint or primary, may be removed from the account without the consent from all Joint Account Holders. No person may be added to a joint account without the consent of all current Joint Account Holders;
- An additional account may not be opened on an existing membership, without the consent of all parties to the existing joint membership; and
- A joint account may only be closed when all Joint Account Holders provide their consent.

## **5.5 Account Deposits**

### **Coin Deposits**

Coin received over the counter at the branch may be counted manually by two staff members and deposited to your account. We may not count coin immediately.

We reserve the right to send large amounts of coin to our agent for counting. In which case, the deposit will be credited to the account when receipt of the deposit is received from the agent.

### **Mail Deposits**

Deposits received by us by mail will be processed according to our procedures and credited to your account without undue delay.

## **Cheque Deposits**

We may refuse to accept any cheque for deposit at our discretion. A cheque deposited to an account is not available for withdrawal until cleared. Advice on normal clearance times is available on request from any branch or by telephone.

Special clearance is available on cheque deposits, on request. We may at our discretion agree to specially clear the cheque. All clearance times are at our discretion.

We may charge a fee for special clearance on a cheque. The fee, which is a third party fee, is shown in the Fees and Charges booklet.

We may charge you a fee if a cheque deposited to your account is dishonoured.

For information about member cheques, refer to section 3.5 above.

## **5.6 Account Withdrawals**

Account withdrawals require acceptable proof of identity.

All cash withdrawals over \$500 require you to sign your withdrawal in front of the branch assistant.

We may limit cash withdrawals from your account at any one branch to a maximum of \$1,500 per day, depending on availability of cash in the branch. If you require larger amounts you need to notify us by 2pm the previous working day. Your cash order will then be available the following day at the branch you have nominated. Withdrawals in excess of \$10,000 are subject to the reporting requirements of the Financial Transaction Reports (FTR) Act, 1988.



If you use an ATM:

- the minimum cash withdrawal is \$20; and
- the maximum withdrawal is \$1,000 on line limit and \$200 off line limit. Online limits above \$500 may only be available upon application, up to the \$1,000 maximum.
- If you use EFTPOS the maximum total withdrawal per day is \$1,000 as long as the transaction is on line.
- You must not withdraw more than the credit balance of your account. If you do, the amount overdrawn is immediately payable by you.

### **5.7 Overdrawn Accounts**

You must not withdraw more than the credit balance of your account, except if an arrangement for an approved line of credit is in place, however we reserve the right to overdraw accounts if necessary and will pursue the recovery of such overdrawn amounts by offsetting against other accounts or by credit collection processes.

Fees and charges apply to overdrawn accounts.

Details are available on request.

### **5.8 Closing a Membership**

Members remain responsible for any and all transactions on their accounts until the Credit Union has received written instructions to close the membership. Members may also specify the date when the membership is to be closed.

If you close your membership any cards or member cheques should be destroyed or returned to a branch of the Credit Union.

You must also ensure that all direct debits have been revoked and that all cheques you have written have been presented before your membership is closed.

Shares are refunded to you when you close your membership.

## **5.9 Authority to Operate**

“Authority to Operate” on a member’s account allows a person (nominee) full authority on the account with the exception of:

- account closure; or
- application for a loan; and
- an Authority to Operate cannot be given on a Trust Account, unless the nominee is also a Trustee.

The nominee on an account has all other rights to access and usage as normally applies to that account type. Such authority ceases on receipt of written notice of cancellation (and the return to the Credit Union of any cards or cheques in the possession of the former “Authority to Operate”) or on the death of the Primary member.

The Primary member will state the method of operation of the account. This may be either:

- any account holder or signatory to sign (i.e. operate); or
- all account holders to sign; or
- any other method specified and accepted by the Credit Union.

As members cannot divulge their PIN’s, passwords or passcodes to anyone else, Authority to Operate does not allow access to any accounts by either Internet or Telephone Banking or wherever a PIN, Password or Passcode is required to authorise a transaction.

An Authority to Operate must be verified in accordance with procedures prescribed by the Financial Transaction Reports Act before he/she can operate the account.

## **5.10 Account Combination and Set off**

If a member owes any money to the Credit Union, the Credit Union has the right to recover it by debiting the member’s shares, or by debiting the credit balances in their deposit accounts.

We may charge the shares or the credit balances of the deposit account of a member in relation to any debt owed by the member to the Credit Union.

In accordance with its right in law to combine accounts held in the name or names of member(s) without prior notice from the members, the Credit Union reserves the right to run an automatic computer sweep program to offset an amount owing on an account.

An amount automatically swept from one account to another within the one membership, will be identified on your next account statement.

### **5.11 Member's Requests received by Facsimile or Mail**

You may request changes to accounts, including bill payments, in writing by facsimile or mail, providing the request is signed by the member(s).

Requests will be processed without undue delay. Members should allow sufficient time for any delays in postal service.

### **5.12 Electronic Mail**

We may not respond to electronic mail if we have any reasonable security concerns arising from the content of that electronic mail.

### **5.13 Dormant Accounts**

Members who hold accounts that have not been accessed for 12 months and who have failed to answer correspondence face the risk of an account being made dormant.

If a membership is made dormant, the shares will be paid out and the account closed. A dormancy fee applies and is noted in the Fees and Charges Booklet.

Accounts that have not been accessed for a period of seven years (and have a balance greater than \$500) will be advertised as unclaimed and the balance forwarded to the Receiver of Public Monies.

A dormant account may be reactivated by a member up to the point at which funds are regarded as unclaimed under the relevant legislation.

#### **5.14 Account Security and Fraud**

Community CPS is committed to providing a safe banking environment for our members. These useful tips will help to reduce the cost of fraud and provide peace of mind when conducting your financial affairs.

#### **5.15 Security**

##### **Cheques**

- Keep your chequebook in a safe and secure place;
- Never pre-sign cheques;
- When posting cheques in the mail, cross the cheque 'Not Negotiable' and where possible, send it in a plain envelope not a window-faced envelope; and
- Do not use pencil to write your cheques. Use a pen.

##### **Credit and Debit Cards**

Please refer to the complete card terms and conditions commencing on page 58.

##### **Internet Banking**

Always log in directly from your browser and never from a link within an email. This way you will avoid being sent to a false site.

##### **Scams**

- We cannot list all of them, but as a rule of thumb if the offer seems too good to be true then it probably is.

- Be aware of other scams, such as spam emails, chain letters and persons purporting to be representatives of government departments, financial institutions or other businesses.
- Do not give or send your name, account details, copies of your passport, birth certificate or any other personal details to anyone other than for legitimate purposes.
- Be suspicious of any correspondence received from overseas where you have been advised to forward large sums of money or that you have won a prize.

For more information on Internet Banking security, refer to the brochure, “Internet Banking Safety Tips”, which is available from any Community CPS branch or on our website [www.cpsact.com.au](http://www.cpsact.com.au).

### **5.16 Telephone Banking**

Any member applying to use the Credit Union’s Telephone Banking service will be provided with the terms and conditions as well as details of any fees applying to the service. It is important to keep your Telephone Access Code (TAC) number secret as this is the mechanism for gaining access to information about your accounts. If you believe that this is not the case, and someone could be aware of your TAC, contact the Community CPS Call Centre immediately on (02) 6286 0555.

Whilst we make every effort to ensure that the Telephone Banking Service (the Service) is operating at all times, and providing accurate information to members, we accept no responsibility for the periodic unavailability or failure of the Service.

A touch-tone phone is required for you to operate the Service and it is your responsibility to obtain and maintain any equipment required.

If you have a telephone that is not Telstra approved, you may experience difficulties with this system.

Your access code may be changed by contacting the Call Centre, any branch, or by following the instructions on the Service.

Transactions made through the Service will generally be processed immediately, but may be processed the next business day.

### **5.17 Insurance**

Community CPS acts as an agent for a number of insurance companies. All proposals and alterations to policies are undertaken by third parties or by the insurance company itself. Community CPS receives a commission for policies sold.

Advice you receive from Community CPS staff in relation to insurance products is general advice only.

### **5.18 Account Statements**

Statements of accounts are provided at least every 6 months to all account holders. More frequent statements will be forwarded if you or Community CPS require. Fees associated with more frequent statement requests are listed in the Fees and Charges booklet.

Interim statements are available on request at any Community CPS branch.

### **5.19 Balances of Accounts**

Balances of accounts are available in our branches either over the counter or using our statement printers, via Web-Link and through the Telephone Banking service, but are not available through other means in the interest of security and privacy.

## **5.20 Errors on Accounts and Statements**

If you believe that we have made an error or omission on your account or statement, contact us as soon as possible so that we can investigate the matter.

## **5.21 After-Hours Transactions**

Transactions made after normal business hours using mediums such as ATM, EFTPOS, Web-Link, Telephone Banking Service transfers and Direct Entry will generally be processed immediately, but may not appear on account statements until the next business day.

## **5.22 Privacy**

As a credit provider, Community CPS complies with Part IIIA of the Privacy Act, 1988 (“the Act”). Community CPS must also comply with the 10 National Privacy Principles applicable to private sector organisations. We take these privacy obligations very seriously.

### **Types of information we hold**

We hold a variety of personal information about our members. As a financial institution, we are required by law to verify a prospective member’s identity under the Financial Transactions Reports Act, 1988.

We retain information regarding your name, date of birth and contact details. We may collect additional personal information, depending on the nature of the Community CPS products and services supplied. For example, to process a loan application we generally need to collect personal information such as your employment history, credit history, assets, liabilities, marital status and number of dependants.

We may also need to collect health information from you when processing an application for particular insurance coverage. We may also hold personal information supplied by a member in relation to another person, for the purposes of providing a product or service to that member. For example, a member applying for a loan may provide us with personal information about a guarantor for that loan.

### **Main purposes for collecting personal information**

Other than information collected in compliance with legislative and regulatory requirements, we collect personal information for the purposes of delivering the products and services that members maintain with Community CPS and building our relationship with you as a member of Community CPS. If we are not able to collect personal information about you, as a Community CPS member, we may not be able to provide you with the full range of Community CPS products and services.

### **How we collect personal information**

In most cases, we collect your personal information directly from you, however we may hold personal information about you that has been collected from other sources. For example, we may obtain personal information about loan applicants from credit reporting agencies.

### **Security of your personal information**

We take all reasonable steps to protect personal information from misuse, loss and from unauthorised access, modification and disclosure. These steps include internal policies and procedures requiring staff to maintain strict confidentiality when dealing with personal information, secure storage both onsite and offsite of personal information and in relation to online



transactions, we employ 128 bit encryption of data sent between your computer and Community CPS.

### **Access to your information**

Subject to the provisions of the Act, you may have access to personal information that we collect and hold in relation to you. You can request this information, by completing the appropriate “Request for Access to Personal Information Form”, which is available upon request.

There are two separate forms for this purpose, one for use by members and the other for use by non-members of the Credit Union.

Limited exceptions to the personal information you can access are set out in the Act. If a request for access is declined, we will provide reasons for doing so.

### **Disclosing personal information to contractors and other third parties**

The Act places restrictions on the disclosure of personal information to third parties. We will comply with these restrictions and the other terms in this Privacy Policy.

As you may expect, Community CPS contracts out a variety of services, and some of these contractors act on our behalf to deliver products and services to members. These contractors may include, amongst others, valuers, insurance companies, financial planners, mail houses and mercantile agents. It may be necessary for us to provide personal information to these and other contractors in order to provide you with our products and services. We may also disclose your personal information to external advisors, including Credit Union Services Corporation (Australia) Limited.

Finally, we may also disclose your personal information to third parties if authorised or required to do so by law. Examples would include disclosure of information pursuant to a court order, disclosure required by legislation (e.g. the Financial Transactions Reports Act, 1988 requires us to report certain financial transactions to Austrac) or disclosure if we reasonably believe it to be necessary to prevent or prosecute criminal offences.

We undertake that we will not, under any circumstances, sell our database of member contact details to any third party.

### **Direct marketing**

In addition to regular information that you receive as a result of being a member of Community CPS, we also may wish to send you material concerning new or additional products and services offered by us. If you do not wish to receive our direct marketing communications, please complete the “Direct Marketing Opt Out Request Form” available at any Community CPS branch. Alternatively, log into our website at [www.cpsact.com.au](http://www.cpsact.com.au), print and complete the form, then send it in to us at Locked Bag 1000, Mawson ACT 2607. Every time we send you a direct marketing communication we will also give you the opportunity to decline further marketing communications of that type.

Unless you tell us not to, we may disclose your personal information to Credit Union Services Corporation (Australia) Limited and its subsidiaries, and our related bodies corporate, for the marketing of their products and services.

### **How to make a privacy complaint**

We have a procedure for handling complaints from members about any aspect of their dealings with

Community CPS, including complaints relating to privacy issues. Firstly, please direct your complaint to a Supervisor or Manager of the business unit with whom you are dealing. If satisfaction is not gained in this way, the matter should be referred to the Disputes Officer by telephone on (02) 6286 0555 or in writing (Locked Bag 1000, Mawson ACT 2607). If the complaint is not resolved at this level, the Credit Union has a disputes process that is available to all members. Full details of this process are available on request.

### **Correcting incorrect information**

If you consider that any personal information held about you by the Credit Union is not correct, accurate, complete or up to date, we will review your claim and if necessary amend our records to reflect the true situation.

Where there is a disagreement between the Credit Union and you about the accuracy of your personal information, you may ask us to note your views on our records and we will take reasonable steps to do so.

### **Cost of accessing your personal information**

We will charge you for the provision of information requested by you under the Act. The fee will be based on the time spent by a Community CPS employee to retrieve the requested information plus archive retrieval, copying and any other associated costs. We will then provide you with an estimate of the expected fee to retrieve the information you have requested.

You may then authorise us to proceed with the collection and provision of information. The fee may be applied on a full cost recovery basis.

### **Timeframe for processing privacy requests**

Generally, we will attempt to fulfill requests for information within 14 working days of receiving the written request from the member, although complex requests involving considerable archive retrieval may take up to 30 working days. We will advise you at the time of the fee estimation of the anticipated timeframe.

### **More information**

If you have any queries, or want more information about the way we manage your personal information, please feel free to contact the Community CPS Privacy Officer at CPS Credit Union Co-operative (ACT) Limited, Locked Bag 1000 Mawson ACT 2607, or by email at [cps@cpsact.com.au](mailto:cps@cpsact.com.au).

### **5.23 Financial Difficulty**

If a member is experiencing financial difficulty, or can foresee problems in the future in meeting their financial obligations, they are requested to contact our Credit Risk Department on 02 6286 0555. By making early contact with us, we will be happy to assist members to overcome any financial problems. We can also provide help with personal budgeting.

### **5.24 How to make a complaint**

We strive to achieve the highest possible level of service to all members. If you have any complaints, we will do our utmost to ensure that they are reviewed quickly and satisfactorily.

The Credit Union has its own internal dispute resolution procedures. These procedures have been set up to deal with any dispute concerning products or services provided to you. Any complaints/disputes should be first directed to the Supervisor/Manager of the relevant business unit. If the Supervisor/Manager is unable to resolve the complaint/dispute, you can

then refer the matter to our Disputes Officer. The Credit Union aims to deal with and resolve your complaint within 10 working days.

Complaints/disputes in writing should be forwarded to:

**The Disputes Officer**

Community CPS

Locked Bag 1000

MAWSON, ACT 2607

or by email to [cps@cpsact.com.au](mailto:cps@cpsact.com.au)

If you are not satisfied with the results of the internal review of your complaint/dispute, you can ask for an independent review of your complaint by contacting the Credit Union Dispute Resolution Centre (CUDRC).

The CUDRC's contact details are:

**Telephone:** 1300 78 08 08

(toll free around Australia)

**Fax:** (03) 9620 4446

**Email:** [info@cudrc.com.au](mailto:info@ cudrc.com.au)

**Website:** [www.cudrc.com.au](http://www.cudrc.com.au)

**Mail:** The Credit Union Dispute Manager,  
CUDRC GPO Box 3A MELBOURNE  
VIC 3001

### **5.25 Conflicts of Interest**

The Credit Union complies with the Australia Securities and Investments Commission (ASIC) requirements in relation to Conflicts of Interest, whereby the interests of the Credit Union or its staff members may diverge from the interest of members.

If you feel that you have been adversely affected by any such conflict, please contact us and we will fully investigate your claim.

### **5.26 The Credit Union Code of Practice**

The Credit Union has adopted the Credit Union Code of Practice. A copy of this Code is available to members on request.

The Code seeks to foster good relations between credit unions and their members (as defined in the Code) and to promote fair treatment of members by formalising standards of disclosure and conduct which credit unions agree to observe.

CPS Credit Union Co-operative (ACT) Limited is fully committed to complying with the Code, both in relation to the specific provisions contained within it and its general intent and spirit.

### **Changes to your Terms and Conditions**

Various features of your account may be changed from time to time, including the fees applicable, interest rates and terms and conditions. Community CPS reserves the right to vary the terms and conditions in this PDS.

We may also give you notice of the variation with an account statement (as applicable). The following table indicates how we will advise you of any changes:

<b>Change</b>	<b>Minimum number of days notice</b>	<b>Method of notice</b>
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing, or by advertisement in the local media
Change the interest rate	No later than the day of change	In writing, or by advertisement in the local media
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the balance ranges within which interest rates apply to the account	30 days	In writing
Change the minimum balance to which an account keeping fee applies	30 days	In writing
Change any other term or condition	No later than the day of change	In writing, or by advertisement in the local media
Introduction or variation to any Government tax or charge	Not applicable	In writing or by advertisement in the local media

### **5.27 The Credit Union Constitution**

As a member of the Credit Union you should be aware of the Constitution, which governs the various matters relating to the way in which the Credit Union is run.

Among other things, the Constitution governs the way in which meetings of members shall be conducted and the composition and proceedings of the Board, as well as specifying who can join the Credit Union.

All members are entitled to a copy of the Constitution. If you require one, it will be provided on request.

### **5.28 EFT Code Of Conduct**

The Credit Union complies with the EFT Code of Conduct.

### **5.29 Department Of Social Security Code Of Conduct**

The Credit Union complies with the Department of Social Security Code of Conduct.

These terms and conditions apply to any account of yours and any payment service provided by us to you.

The terms and conditions do not apply if the account or payment service refers to provision of credit to you by the Credit Union, unless the terms and conditions of the credit facility state that they apply.

You should read the terms and conditions carefully and any other terms and conditions which apply. If any questions arise about the terms and conditions, we will be pleased to answer them.

The terms and conditions can be changed by us at any time as long as we change them in accordance with the applicable law.



### 5.30 Further Information

Further information about:

- the products and services offered in this Guide; or
- aspects of your Community CPS membership

can be obtained at any Community CPS branch, by telephoning the Community CPS Call Centre on (02) 6286 0555, or on our website at [www.cpsact.com.au](http://www.cpsact.com.au).

### 5.31 How to Contact Us

Community CPS Corporate Address and Head Office Location

CPS Credit Union Co-operative (ACT) Limited  
105 Mawson Drive, Mawson ACT 2607

Locked Bag 1000, Mawson ACT 2607

**Website:** [www.cpsact.com.au](http://www.cpsact.com.au)

**E-Mail:** [cps@cpsact.com.au](mailto:cps@cpsact.com.au)

**Telephone:** 02 6286 0555

**After Hours:** 1300 660 666

**Fax:** 02 6286 0560

**DX Address:** 24081 Mawson, ACT

**BSB Number:** 801-003

**ABN:** 31 087 649 670

**AFS Licence Number:** 240672

## **REDICARD CONDITIONS OF USE**

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**These Conditions of Use take effect on and from 1 December 2005 except as otherwise advised in writing and replace all Redicard Conditions of Use previously issued.**

These Conditions of Use apply to your use of the Redicard. These Conditions of Use govern the use of the Redicard to access your Linked Account(s). Community CPS will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant Linked Account. You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from Community CPS branches.

### **Enquiries**

If you would like any further information about the Redicard please contact Community CPS.

You should follow the guidelines below to protect against unauthorised use of the Redicard and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 11 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

### **Guidelines for Ensuring the Security of the Redicard and PIN**

- Sign the Redicard as soon as you receive it;
- Keep the Redicard in a safe place;
- If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- Never write the PIN on the Redicard;
- Never write the PIN on anything that is kept with or near the Redicard;
- Never lend the Redicard to anybody,
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the Redicard number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the Redicard to Community CPS or to the REDICARD HOTLINE;
- Keep a record of the Redicard number and the REDICARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Redicard has been used without your authority; and
- Immediately notify Community CPS of any change of address.

## 1. INTRODUCTION

- a. These Conditions of Use govern use of the Redicard to access your Linked Account(s) at Community CPS. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any of your Linked Accounts, these Conditions of Use shall prevail.
- b. These Conditions of Use apply when the Redicard is used to carry out an EFT Transaction.
- c. Community CPS may attach other services to the Redicard. Please contact Community CPS for details.
- d. In accepting a Redicard from Community CPS you are obliged to comply with these Conditions of Use.

### e. Definitions

In these Conditions of Use:

**“Credit Union”** means Community CPS with which your Linked Account is held.

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

**“EFT System”** means the shared system under which EFT Transactions are processed.

**“EFT Terminal”** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of Community CPS or any third party for use with a Redicard and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

**“EFT Transaction”** means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a Redicard and PIN but not requiring a manual signature.

**“Electronic Equipment”** includes, but is not limited to, a computer, television, telephone and an EFT Terminal.

**“Linked Account”** means your account(s) which you link to a Redicard, and includes any overdraft or line of credit which you may attach to your Linked Account.

**“Merchant”** means a retailer or any other provider of goods or services.

**“Nominee”** means any person nominated by you to whom Community CPS has issued an additional Redicard to access your Linked Account(s).

**“PIN”** means the personal identification number issued to you or a Nominee by Community CPS for use with a Redicard when giving an instruction through Electronic Equipment.

**“Redicard”** means the Redicard issued to you or a Nominee by Community CPS.

- f. Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 2. CODES OF CONDUCT

- a. Community CPS warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.
- b. The relevant provisions of the Credit Union Code of Practice apply to these Conditions of Use.

### **3. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE REDICARD OR PIN**

- a. If you or your Nominee believe the Redicard has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact Community CPS during business hours or the REDICARD HOTLINE at any time on **1800 224 004** within Australia or on **+61 2 9959 7840** outside Australia. You or your Nominee must provide the following information when making such notification to Community CPS or the REDICARD HOTLINE:
  - (1) the Redicard number;
  - (2) the name of Community CPS; and
  - (3) any other personal information you or your Nominee is asked to provide to assist in identifying you and the Redicard.
- b. The REDICARD HOTLINE or Community CPS will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting Community CPS or the REDICARD HOTLINE.
- c. When contacting the REDICARD HOTLINE, you or your Nominee should confirm the loss or theft as soon as possible at Community CPS's office.
- d. The REDICARD HOTLINE is available 24 hours a day, 7 days a week by phoning **1800 224 004** within Australia or on **+61 2 9959 7840** outside Australia.
- e. If the REDICARD HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to Community CPS as soon as possible during business hours on 02 6286 0555. Community CPS will be liable for any losses arising because the REDICARD HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to Community CPS as soon as possible during business hours.

### **4. SIGNING THE REDICARD**

You and your nominee agree to sign the Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Redicard.

### **5. PROTECTING THE PIN**

- a. Community CPS will provide a PIN to use the Redicard with Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the Redicard.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to Community CPS that the PIN has been misused or has become known to someone else.
- d. You must not record the PIN on the Redicard or keep a record of the PIN on anything which is kept with or near the Redicard unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

## **6. USING THE REDICARD**

- a. Community CPS will advise you from time to time:
  - (1) what EFT Transactions may be performed using the Redicard; and
  - (2) what EFT Terminals of other financial institutions may be used.

Community CPS does not warrant that Merchants or EFT Terminals displaying Redicard signs or promotional material will accept the Redicard. Community CPS does not accept any responsibility should a Merchant or EFT Terminal displaying Redicard signs or promotional material refuse to accept or honour a Redicard, or should a Merchant or other financial institution impose additional restrictions on the use of the Redicard.
- b. The Redicard may only be used to perform transactions on your Linked Account(s). Community CPS will advise you of:
  - (1) the accounts which you may link to the Redicard; and
  - (2) any credit facility which you may link to your Linked Account(s).
- c. Community CPS will debit your Linked Account(s) with the value of all withdrawal EFT Transactions and credit your account with the value of all deposit EFT Transactions.
- d. If a Linked Account is in the name of more than one person, then each party to that account will be jointly and severally liable for all EFT transactions on that account.
- e. Transactions will not necessarily be processed to your Linked Account on the same Day.
- f. You will continue to be liable to Community CPS for the value of any EFT Transaction occurring after you have closed your Linked Account(s) or after you have resigned from membership of Community CPS.

## **7. USING THE CARD OUTSIDE AUSTRALIA**

- a. All transactions made overseas on the Redicard will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government-mandated rate, that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).
- b. All transactions made overseas on the Redicard are subject to a conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which we can provide you with the overseas functionality of your Redicard. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- c. You may be charged a surcharge for making an EFT Transaction using an EFT Terminal overseas. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- d. You should use the REDICARD HOTLINE if any of the circumstances described in clause 3 apply.
- e. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **8. ADDITIONAL CARDS**

- a. You may authorise Community CPS, if we agree, to issue an additional Redicard to your Nominee provided this person is over the age of 18 (unless Community CPS agrees to a younger age).
- b. You will be liable for all transactions carried out by your Nominee on the Redicard.
- c. Community CPS will give each Nominee a PIN.
- d. Your Nominee's use of the Redicard and PIN is governed by the Conditions of Use.
- e. You must ensure that each Nominee protects their Redicard and PIN in the same way as these Conditions of Use require you to protect your Redicard and PIN.

## **9. WITHDRAWAL AND TRANSACTION LIMITS**

- a. You agree that the Redicard will NOT be used to:
  - (1) overdraw any of your Linked Account(s); or
  - (2) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).
- b. If clause 9(a) is breached, Community CPS may:
  - (1) dishonour any payment instruction given; and
  - (2) charge you an administrative fee as advised to you from time to time.
- c. Community CPS may limit the amount of an EFT Transaction and this limit may change from time to time. Details of any such daily or periodic transaction limits are available upon request from any Community CPS branch.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **10. AUTHORISATIONS**

You acknowledge and agree that:

- a. Community CPS has the right to deny authorisation for any EFT Transaction for any reason; and
- b. Community CPS will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## **11. DEPOSITS AT EFT TERMINALS**

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by Community CPS.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once Community CPS has certified it in the following way:
  - (1) your deposit envelope will be opened in the presence of any two persons authorised by Community CPS;
  - (2) should the amount you record differ from the amount counted in the envelope, Community CPS may correct your record to the amount counted;
  - (3) Community CPS's count is conclusive in the absence of manifest error or fraud; and
  - (4) Community CPS will notify you of any correction.
- d. If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by Community CPS, Community CPS will notify you of the

- difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. Community CPS is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to the Credit Union's verification of the amount you deposit).

## **12. YOUR LIABILITY IN CASE THE REDICARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE**

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses;
- (1) where it is clear that you and your Nominee have not contributed to the loss;
  - (2) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - (a) Community CPS;
    - (b) any organisation involved in the provision of the EFT System; or
    - (c) any Merchant relating to a forged, faulty, expired or cancelled Redicard or PIN;
  - (3) that are caused by the same transaction being incorrectly debited more than once to the same account;
  - (4) resulting from unauthorised use of the Redicard or PIN:
    - (i) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Redicard;
    - (ii) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - (iii) in either case, after notification to Community CPS or the REDICARD HOTLINE in accordance with clause 3 that the Redicard is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Redicard or PIN if the loss occurs before notification to Community CPS or the REDICARD HOTLINE that the Redicard has been misused, lost or stolen or the PIN has become known to someone else and if Community CPS proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:
- (1) fraud, failure to look after and keep the PIN secure in accordance with clauses 5(b), (c) or (d), or extreme carelessness in failing to protect the security of the PIN; or
  - (2) unreasonably delaying in notifying Community CPS or the REDICARD HOTLINE of the misuse, loss or theft of the Redicard or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to Community CPS or the REDICARD HOTLINE.

However, you will not be liable for:

- (A) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
- (B) the portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or

- (C) all losses incurred on any account which you had not agreed with Community CPS could be accessed using the Redicard and PIN.
- d. Where a PIN was required to perform the unauthorised EFT Transaction and clause 12(c) does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the Redicard, if the loss occurs before notification to Community CPS or the REDICARD HOTLINE that the Redicard has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (1) \$150;
  - (2) the actual loss at the time of notification to Community CPS or the REDICARD HOTLINE of the misuse, loss or theft of the Redicard, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Redicard or your Linked Account); or
  - (3) the balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving EFT Transactions, the Redicard and PIN are used without authority, you are liable for that use before notification to Community CPS or the REDICARD HOTLINE of the unauthorised use, up to your current daily withdrawal limit.
- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

### **13. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS**

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify Community CPS. Community CPS is solely responsible for resolving your complaint. Later, but as soon as you can, you must give Community CPS the following information:
- (1) your name, account number and Redicard number;
  - (2) the error or the transaction you are unsure about;
  - (3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - (4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
  - (5) the dollar amount of the suspected error.
- If your complaint concerns the authorisation of an EFT Transaction, Community CPS may ask you or your Nominee to provide further information.
- b. Community CPS will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint, Community CPS will:
- (1) complete its investigations and advise you in writing of the results of its investigations; or
  - (2) advise you in writing that it requires further time to complete its investigation.



Community CPS will complete its investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.

- d. If Community CPS is unable to resolve your complaint within 45 Days, it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where Community CPS is waiting for a response from you and you have been advised that Community CPS requires such a response.
- e. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, Community CPS will resolve the complaint in your favour.
- f. If Community CPS finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When Community CPS advises you of the outcome of its investigation, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body that Community CPS may advise from time to time. The Credit Union Dispute Resolution Centre's contact details can be found on page 53 of this document.
- h. If Community CPS decides that you are liable for all or any part of a loss arising out of unauthorised use of the Redicard or PIN, it will:
  - (1) give you copies of any documents or other evidence it relied upon; and
  - (2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If Community CPS fails to carry out these procedures or causes unreasonable delay in resolving your complaint, Community CPS may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

#### **14. MALFUNCTION**

You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction. If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, Community CPS will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

#### **15. TRANSACTION SLIPS AND RECEIPTS**

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales vouchers to assist in checking EFT Transactions against your statements.

## **16. TRANSACTION AND OTHER FEES**

- a. Community CPS will advise you whether it charges a fee, and the amount of such fee, for:
- any transactions;
  - issuing the Redicard or any additional or replacement Redicard;
  - using the Redicard;
  - issuing the PIN or any additional or replacement PIN;
  - using the PIN; or
  - any other service provided in relation to the Redicard.
- b. Community CPS will also advise you whether it will debit any of your Linked Accounts with Government charges, duties or taxes arising out of an EFT Transaction.
- c. The fees and charges payable in respect of the Redicard are set out in the Fees and Charges Booklet which forms part of our Product Disclosure documentation.

## **17. CHANGES TO CONDITIONS OF USE**

- a. Community CPS may change these Conditions of Use from time to time.
- b. Community CPS will notify you in writing at least 30 Days before the effective date of change if it will:
- impose or increase any fees or charges for the Redicard;
  - increase your liability for losses; or
  - impose, remove or adjust daily or other periodic transaction limits applying to the use of the Redicard, PIN, your Linked Account(s) or Electronic Equipment.
- c. If you do not wish your daily withdrawal limit to be increased you should notify Community CPS.
- d. Community CPS will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- e. Community CPS is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.
- f. When the Redicard is used after notification of any such changes, you accept those changes and use of the Redicard shall be subject to those changes.

## **18. ACCOUNT STATEMENTS**

- a. Community CPS will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. For any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, Community CPS will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. Community CPS may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements. You will be advised of the amount of this fee at the time of your request.

## **19. CANCELLATION AND RETURN OF THE REDICARD**

- a. The Redicard always remains the property of Community CPS.
- b. Community CPS can immediately cancel the Redicard and demand its return or destruction at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including by capture of the Redicard at any EFT Terminal.
- c. Community CPS may, at any time, cancel the Redicard for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your Redicard or any additional Redicard issued to your Nominee at any time by giving Community CPS written notice.
- e. If you or Community CPS cancel the Redicard issued to you, any additional Redicard issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the Redicard before the Redicard is cancelled but which are not posted to your Linked Account until after cancellation of the Redicard.
- g. You must return your Redicard and any additional Redicard issued to your Nominee to Community CPS when:
  - (1) Community CPS notifies you that it has cancelled the Redicard;
  - (2) you close your Linked Account(s);
  - (3) you cease to be a member of Community CPS;
  - (4) you cancel your Redicard, any additional Redicard issued to your Nominee, or both; or
  - (5) you alter the authorities governing the use of your Linked Account(s), unless Community CPS agrees otherwise.

## **20. USE AFTER CANCELLATION OR EXPIRY OF THE REDICARD**

- a. You must not use the Redicard or allow your Nominee to use the Redicard:
  - (1) before the valid date or after the expiration date shown on the face of the Redicard; or
  - (2) after the Redicard has been cancelled.
- b. You will continue to be liable to reimburse Community CPS for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at Community CPS.

## **21. PRIVACY AND CONFIDENTIALITY**

Community CPS collects personal information about you or your Nominee for the purposes of providing its products and services to you. Community CPS may disclose that personal information to others in order to execute your instructions, where it reasonably considers it necessary for the provision of the Redicard or the administration of your Linked Account(s), or if it is required by law. You represent that, in supplying Community CPS with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause. You and your Nominee may have access to the personal information Community CPS holds about each of you at any time by asking Community CPS. For more details of how Community CPS handles personal information, refer to Community CPS's Privacy Policy outlined in this document.

## 22. MISCELLANEOUS

- a. You agree that you will promptly notify Community CPS of any change of address for the mailing of account statements or notices that Community CPS is required to send to you.
- b. Community CPS may post all account statements and notices to you at your registered address as provided for in Community CPS's records.

## VISA CARD CONDITIONS OF USE

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**These Conditions of Use take effect on and from 1 April 2005 except as otherwise advised in writing and replace all Visa Card Conditions of Use previously issued.**

These **Conditions of Use** apply to your use of the **VISA Card**. These Conditions of Use govern the use of the VISA Card to access your Linked Account(s). Community CPS will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant Linked Account. You should read this document carefully and retain it for future reference.

You should follow the guidelines below to protect against unauthorised use of the VISA Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 16 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

### **Guidelines for Ensuring the Security of the VISA Card and PIN**

- Sign the VISA Card as soon as you receive it;
- Keep the VISA Card in a safe place;
- If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- Never write the PIN on the VISA Card;
- Never write the PIN on anything that is kept with or near the VISA Card;
- Never lend the VISA Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the VISA Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the VISA Card to Community CPS or to the VISA CARD HOTLINE;
- Keep a record of the VISA Card number and the VISA CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA Card has been used without your authority; and
- Immediately notify Community CPS of any change of address.

## 1. INTRODUCTION

a. These Conditions of Use govern use of the VISA Card to access to your Linked Account(s) at Community CPS. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

b. Definitions

In these Conditions of Use:

**“Card Details”** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**“Credit Union”** means Community CPS with which your Linked Account is held.

**“CUSCAL”** means Credit Union Services Corporation Australia Limited.

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

**“EFT System”** means the shared system under which EFT Transactions are processed.

**“EFT Terminal”** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of Community CPS or any third party for use with a VISA Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

**“EFT Transaction”** means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a VISA Card and/or PIN or Card Details but not requiring a manual signature.

**“Electronic Equipment”** includes, but is not limited to, a computer, television, telephone and an EFT Terminal.

**“Linked Account”** means your account(s) which you link to a VISA Card, and includes any overdraft or line of credit which you may attach to your Linked Account.

**“Merchant”** means a retailer or any other provider of goods or services.

**“Nominee”** means any person nominated by you to whom Community CPS has issued an additional VISA Card to access your Linked Account(s).

**“PIN”** means the personal identification number issued to you or a Nominee by Community CPS for use with a VISA Card when giving an instruction through Electronic Equipment.

**“VISA Card”** means the VISA Card issued to you or a Nominee by Community CPS.

c. Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 2. CODES OF CONDUCT

a. Community CPS warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

b. The relevant provisions of the Credit Union Code of Practice apply to these Conditions of Use.

### **3. SIGNING THE VISA CARD**

You agree to sign your VISA Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA Card.

You must ensure that your Nominee signs the VISA Card issued to them immediately upon receiving it and before using it.

### **4. PROTECTING THE PIN**

- a. Community CPS will provide a PIN to use the VISA Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA Card.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to Community CPS that the PIN has been misused or has become known to someone else.
- d. Do not record the PIN on the VISA Card or keep a record of the PIN on anything which is kept with or near the VISA Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

### **5. USING THE VISA CARD**

- a. The VISA Card may only be used to perform transactions on your Linked Account(s). Community CPS will advise you of the accounts, including any credit facility, which you may link to the VISA Card.
- b. Community CPS will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA Card (including all mail or telephone orders placed by quoting the VISA Card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.
- c. Community CPS will advise you from time to time:
  - (1) what EFT Transactions may be performed using the VISA Card; and
  - (2) what EFT Terminals of other financial institutions may be used.
- d. Transactions will not necessarily be processed to your Linked Account on the same Day.

### **6. USING THE VISA CARD OUTSIDE AUSTRALIA**

- a. Use of the VISA Card outside Australia must comply with any exchange control requirements.
- b. All transactions made overseas on the Redicard will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government-mandated rate, that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).
- c. All transactions made overseas on the VISA Card are subject to a conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which Community CPS can provide you with the VISA Card.

The amount of this conversion fee is subject to change from time to time and Community CPS will advise you in advance of any such change.

- d. Some overseas Merchants and EFT terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- e. Before travelling overseas, you or your Nominee should consult Community CPS to obtain the VISA INTERNATIONAL CARD HOTLINE number for your country of destination. You should use the VISA INTERNATIONAL CARD HOTLINE if any of the circumstances described in clause 17 apply.
- f. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **7. WITHDRAWAL AND TRANSACTION LIMITS**

- a. You agree that the VISA Card will not be used to:
  - (1) overdraw any of your Linked Account(s); or
  - (2) exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.
- b. If clause 7(a) is breached, Community CPS may:
  - (1) dishonour any payment instruction given; and
  - (2) charge you an administrative fee as advised to you from time to time.
- c. Community CPS may at any time limit the amount of an EFT Transaction. Community CPS will advise you of any such daily or periodic transaction limits upon request.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **8. AUTHORISATIONS**

You acknowledge and agree that:

- (a) Community CPS has the right to deny authorisation for any EFT Transaction for any reason; and
- (b) Community CPS will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## **9. DEPOSITS AT EFT TERMINALS**

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by Community CPS.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once Community CPS has verified it in the following way:
  - (1) your deposit envelope will be opened in the presence of any two persons authorised by Community CPS;
  - (2) should the amount you record differ from the amount counted in the envelope, Community CPS may correct your record to the amount counted;
  - (3) Community CPS's count is conclusive in the absence of manifest error or fraud;

- (4) Community CPS will notify you of any correction.
- d. If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by Community CPS, we will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. Community CPS is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to the Credit Union's verification of the amount you deposit).

## **10. ACCOUNT STATEMENTS**

- a. Community CPS will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. In respect of any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, Community CPS will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. Community CPS may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

## **11. TRANSACTION SLIPS AND RECEIPTS**

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT Transactions against your statements.

## **12. ADDITIONAL CARDS**

- a. You may authorize Community CPS, if we agree, to issue an additional VISA Card to your Nominee provided this person is over the age of 18 (unless Community CPS agrees to a younger age).
- b. You will be liable for all transactions carried out by your Nominee on the VISA Card.
- c. Community CPS will give each Nominee a PIN.
- d. Your Nominee's use of the VISA Card and PIN is governed by the Conditions of Use.
- e. You must ensure that each Nominee protects their VISA Card and PIN in the same way as these Conditions of Use require you to protect your VISA Card and PIN.

## **13. RENEWAL OF THE VISA CARD**

- a. Unless you are in breach of these Conditions of Use or Community CPS deems otherwise for the security of the EFT System or individual accounts, Community CPS will automatically provide you and your Nominee with a replacement VISA Card before the expiry date of the current VISA Card or additional VISA Card.
- b. If you do not wish to receive a replacement VISA Card, either for yourself or for your Nominee, you must notify Community CPS before the expiration date of the current VISA Card. You must give Community CPS reasonable time beforehand to arrange cancellation of the issue of a replacement VISA Card.



#### **14. CANCELLATION AND RETURN OF THE VISA CARD**

- a. The VISA Card always remains the property of Community CPS.
- b. Community CPS can immediately cancel the VISA Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the VISA Card at any EFT Terminal.
- c. Community CPS may, at any time, cancel the VISA Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your VISA Card or any VISA Card issued to your Nominee at any time by giving Community CPS written notice.
- e. If you or Community CPS cancel the VISA Card issued to you, any VISA Card issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the VISA Card before the VISA Card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA Card.
- g. You must return your VISA Card and any VISA Card issued to your Nominee to Community CPS when:
  - (1) Community CPS notifies you that it has cancelled the VISA Card;
  - (2) you close your Linked Account(s);
  - (3) you cease to be a member of Community CPS;
  - (4) you cancel your VISA Card, any VISA Card issued to your Nominee, or both;
  - (5) you alter the authorities governing the use of your Linked Account(s) unless Community CPS agrees otherwise.

#### **15. USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD**

- a. You must not use the VISA Card or allow your Nominee to use the VISA Card:
  - (1) before the valid date or after the expiration date shown on the face of the VISA Card; or
  - (2) after the VISA Card has been cancelled.
- b. You will continue to be liable to reimburse Community CPS for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at Community CPS.

#### **16. YOUR LIABILITY IN CASE THE VISA CARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE**

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses:
  - (1) where it is clear that you and your Nominee have not contributed to the loss;
  - (2) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - the Credit Union;
    - any organisation involved in the provision of the EFT System; or
    - any Merchant relating to a forged, faulty, expired or cancelled VISA Card or PIN;
  - (3) that are caused by the same transaction being incorrectly debited more than once to the same account;

- (4) that would exceed the amount of your liability to Community CPS had Community CPS exercised its rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
  - (5) resulting from unauthorised use of the VISA Card or PIN:
    - (A) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the VISA Card;
    - (B) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - (C) in either case, after notification to Community CPS in accordance with clause 17 that the VISA Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the VISA Card or PIN if the loss occurs before notification to Community CPS or the VISA Card Hotline that the VISA Card has been misused, lost or stolen or the PIN has become known to someone else and if Community CPS proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:
- (1) fraud, failure to look after and keep the PIN secure in accordance with clauses 4(b), (c) and (d), or extreme carelessness in failing to protect the security of the PIN; or
  - (2) unreasonably delaying in notifying Community CPS or the VISA Card Hotline of the misuse, loss or theft of the VISA Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to Community CPS or the VISA Card Hotline. However, you will not be liable for:
    - (A) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
    - (B) the portion of the loss on any Linked Account which exceeds the available balance of that Linked Account (including any prearranged credit); or
    - (C) all losses incurred on any account which you had not agreed with Community CPS could be accessed using the VISA Card and PIN.
- d. Where a PIN was required to perform the unauthorised transaction and clause 16(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction using the VISA Card, if the loss occurs before notification to Community CPS or the VISA Card Hotline that the VISA Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (i) \$150;
  - (ii) the actual loss at the time of notification to Community CPS or the VISA Card Hotline of the misuse, loss or theft of the VISA Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your VISA Card or your Linked Account); or
  - (iii) the balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving EFT Transactions, the VISA Card or PIN are used without authority, you are liable for that use before

notification to Community CPS or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

## **17. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE VISA CARD OR PIN**

- a. If you or your Nominee believe the VISA Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact Community CPS (if during business hours) on 02 6286 0555 or the VISA CARD HOTLINE at any time on its emergency number, 1800 224 004.
- b. The VISA Card Hotline or Community CPS will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting Community CPS or the VISA Card Hotline.
- c. When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at Community CPS's office.
- d. The VISA Card Hotline is available 24 hours a day, 7 days a week.
- e. If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to Community CPS as soon as possible during business hours. Community CPS will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to Community CPS as soon as possible during business hours.
- f. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
- (1) with Community CPS by telephone or priority paid mail as soon as possible; or
  - (2) by telephoning the VISA INTERNATIONAL CARD HOTLINE number for the country you are in, which you must obtain from Community CPS prior to your departure in accordance with clause 6(f) of these Conditions of Use.

## **18. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS**

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify Community CPS. Later, but as soon as you can, you must give Community CPS the following information:
- (1) your name, account number and VISA Card number;
  - (2) the error or the transaction you are unsure about;
  - (3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - (4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
  - (5) the dollar amount of the suspected error.
- If your complaint concerns the authorisation of a transaction, Community CPS may ask you or your Nominee to provide further information.

- b. Community CPS will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint Community CPS will:
- (1) complete its investigation and advise you in writing of the results of its investigation; or
  - (2) advise you in writing that it requires further time to complete its investigation.  
Community CPS will complete its investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- d. If Community CPS is unable to resolve your complaint within 45 Days, it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where Community CPS is waiting for a response from you and you have been advised that Community CPS requires such a response.
- e. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, Community CPS will resolve the complaint in your favour.
- f. If Community CPS finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When Community CPS advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body which Community CPS may advise from time to time. The Credit Union Dispute Resolution Centre's contact details can be found on page 48 of this document.
- h. If Community CPS decides that you are liable for all or any part of a loss arising out of unauthorised use of the VISA Card or PIN, it will:
- (1) give you copies of any documents or other evidence it relied upon; and
  - (2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If Community CPS fails to carry out these procedures or causes unreasonable delay in resolving your complaint, Community CPS may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

## **19. TRANSACTION AND OTHER FEES**

- a. Community CPS will advise you whether it charges a fee, and the amount of such fee, for:
- any transactions;
  - issuing the VISA Card or any additional or replacement VISA Cards;

- using the VISA Card;
  - issuing the PIN or any additional or replacement PIN;
  - using the PIN;
  - issuing account statements; or
- b. Any other service provided in relation to the Visa Card.  
Community CPS will also advise you whether it will debit any of your linked accounts with government charges, duties or taxes arising out of any transaction.
- c. The fees & charges payable in respect of the Visa Card are set out in the Fees and Charges Booklet which forms part of our Product Disclosure documentation.

## **20. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

- a. Community CPS does not warrant that Merchants displaying VISA signs or promotional material will accept the VISA Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b. Community CPS does not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA Card. Community CPS does not warrant that EFT Terminals displaying VISA signs or promotional material will accept the VISA Card.
- c. Community CPS is not responsible for any defects in the goods and services acquired by you through the use of the VISA Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

## **21. MALFUNCTION**

- a. You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b. If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, Community CPS will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

## **22. CHANGES TO CONDITIONS OF USE**

- a. Community CPS reserves the right to change these Conditions of Use from time to time.
- b. Community CPS will notify you in writing at least 30 Days before the effective date of change if it will:
- (1) impose or increase any fees or charges for the VISA Card;
  - (2) increase your liability for losses; or
  - (3) impose, remove or adjust daily or other periodic transaction limits applying to the use of the VISA Card, PIN, your Linked Account(s) or Electronic Equipment.
- c. Community CPS will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d. Community CPS is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.

- e. When the VISA Card is used after notification of any such changes, you accept those changes and use of the VISA Card shall be subject to those changes.

### **23. PRIVACY AND CONFIDENTIALITY**

Community CPS collects personal information about you or your Nominee for the purposes of providing its products and services to you. Community CPS may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the VISA Card or the administration of your Linked Account(s), or if it is required by law.

You represent that, in supplying Community CPS with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.

You and your Nominee may have access to the personal information Community CPS holds about each of you at any time by asking Community CPS. For more details of how Community CPS handle personal information, refer to the Privacy Policy outlined in this document.

### **24. MISCELLANEOUS**

- a. You agree that you will promptly notify Community CPS of any change of address for the mailing of any notifications which Community CPS is required to send to you.
- b. Community CPS may post all statements and notices to you at your registered address as provided for in Community CPS's records.
- c. If the VISA Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Card.

# BPAY FACILITY TERMS AND CONDITIONS

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Welcome to our BPAY<sup>®</sup> facility. You may choose to access our BPAY facility by means of Internet and / or Telephone Banking.

**IMPORTANT:** These Terms and Conditions will govern your access to BPAY. It is therefore important that you read these Terms and Conditions carefully before you use BPAY.

If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

## 1. DEFINITIONS

- Access Method - means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- Account/s - means any account which we agree you may access for the purpose of effecting BPAY Payments.
- Banking Business Day - means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- Biller - means an organisation who tells you that you can make bill payments to them through BPAY.
- BPAY - means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time.
- BPAY Payment - means a payment transacted using BPAY.
- BPAY Pty Ltd - means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.
- CUSCAL - means Credit Union Services Corporation Australia Limited.
- Cut Off Time - means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY

In addition, references to:

- “we”, “us” or “our” are references to us, the credit union through which you have elected to gain access to BPAY; and
- “you” or “your” are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

## 2. CREDIT UNION CODE OF PRACTICE

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

### **3. ELECTRONIC FUNDS TRANSFER CODE OF CONDUCT AND CREDIT UNION CODE OF CONDUCT**

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct and the Credit Union Code of Conduct where those codes apply to your use of BPAY.

### **4. SECURITY BREACHES**

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by telephoning us on (02) 6286 0555 during normal business hours, or 1300 660 666 after hours.
- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

### **5. USING BPAY**

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
- d. When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- e. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 5(d) or if any of the information you give us is inaccurate.
- f. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.



- h. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- i. You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

## **6 PROCESSING OF BPAY PAYMENTS**

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 7) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see clause 6(g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
  - a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- f. If we are advised that your payment cannot be processed by a Biller, we will:
  - advise you of this;
  - credit your Account with the amount of the BPAY Payment; and
  - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
  - the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or

- the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

## **7. FUTURE-DATED PAYMENTS<sup>1</sup>**

You may arrange BPAY Payments up to 360 days in advance of the time for payment. If you use this option you should be aware that:

- You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility<sup>2</sup>, there must be sufficient available credit for that purpose.
- If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.
- You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
- You should contact us on (02) 6286 0555 if there are any problems with your future-dated payment.
- You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

## **8. BPAY TRANSACTION LIMITS**

- We may limit the amount of BPAY Payments you may make on any one day.
- If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- We will advise you of all such a transaction limits.

## **9. REFUSING BPAY PAYMENT DIRECTIONS**

You acknowledge and agree that:

- we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

## **10. ACCESS METHOD SECURITY GUIDELINES**

This clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

- You must not write a code on, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.

- b. You must not select a code which represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
- c. You must not tell or show the code to anyone else (including family and friends).
- d. You must not act with extreme carelessness in failing to protect the security of the code.

In addition, you must comply with the security guidelines which apply to your Access Method.

We recommend that you:

- Use care to prevent anyone seeing the details you enter to access BPAY;
- Change any code at regular intervals;
- Never reveal any code to anyone;
- Never write any code down; and
- Immediately notify us of any change of address.

The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 11 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

## **11. YOUR LIABILITY FOR BPAY PAYMENTS**

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- c. You are not liable for losses caused by unauthorised BPAY Payments:
  - (i) where it is clear that you have not contributed to the loss;
  - (ii) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of BPAY; or
    - any Biller;
  - (iii) relating to a forged, faulty, expired or cancelled Access Method;
  - (iv) resulting from unauthorised use of the Access Method:
    - before you receive that Access Method; or
    - after you notify us in accordance with clause 4 that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - (v) that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.

- d. You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
- (i) your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 10(a), (b), (c) and (d);
  - (ii) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- However, you will not be liable for:
- (i) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - (ii) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
  - (iii) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e. Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 11(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
- (i) \$150;
  - (ii) the balance of your Account, including any prearranged credit; or
  - (iii) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- f. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and Conditions or acted negligently or fraudulently under this agreement.
- g. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

- h. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

## **12. MALFUNCTION**

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

## **13. CONSEQUENTIAL DAMAGE**

- a. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- b. We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## **14. RESOLVING ERRORS ON ACCOUNT STATEMENTS**

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - your name, Account number and card number (if any);
  - the date and amount of the BPAY Payment in question;
  - the date of the Account statement in which the payment in question first appeared;
  - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you
- e. Within 21 days of receipt from you of the details of your complaint, we will:
  - complete our investigation and advise you in writing of the results of our investigation; or
  - advise you in writing that we require further time to complete our investigation.

- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct
- h. If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body which we advise you from time to time. The Credit Union Dispute Resolution Centre's contact details are:
- The CUDRC  
GPO Box 3  
MELBOURNE VIC 3001  
Toll Free Call: 1300 78 08 08  
Facsimile: (03) 9620 4446  
Email: info@ cudrc.com.au  
Website: www.cudrc.com.au
- i. If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
- give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the Electronic Funds Transfer Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

## **15. TRANSACTION RECORDING**

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

## **16. TRANSACTION AND OTHER FEES**

- a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
  - issuing your Access Method or any additional or replacement Access Method;
  - using your Access Method;
  - any BPAY Payment; or
  - giving you access to BPAY; or
  - any other service provided in relation to BPAY, including error corrections.
- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

## **17. CHANGES TO TERMS AND CONDITIONS**

- a. We may change these Terms and Conditions and BPAY fees and charges from time to time.
- b. We will notify you in writing at least 30 days before the effective date of change if the change to the Terms and Conditions will:
  - introduce a new fee or charge; or
  - vary the method by which interest is calculated or the frequency with which it is debited or credited.
- c. We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
  - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - increase your liability for losses;
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
  - make any changes to your Account(s) in respect of which the law requires that notice be given to you.
- d. We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
  - notices on or with periodic Account statements;
  - direct written notice to you; or
  - press advertisement the national or local media.
- e. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f. Information on our current interest rates and fees and charges is available on request.

- g. If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- h. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

## **18. CANCELLATION OF BPAY ACCESS**

- a. You may cancel your access to BPAY at any time by giving us written notice.
- b. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- c. We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- d. If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- e. Your access to BPAY will be terminated when:
  - we notify you that your Access Method or the Account with us has been cancelled;
  - you close the last of your Accounts with us which has BPAY access;
  - you cease to be our member; or
  - you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

## **19. PRIVACY**

- a. We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- b. If you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - (i) Billers nominated by you;
  - (ii) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - (iii) CUSCAL.
- c. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 19(b).
- d. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 19(b) by contacting them.



- e. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

## **20. MISCELLANEOUS**

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with the Credit Union. This is information which, as a subscriber to the Credit Union Code of Practice, we have agreed to make available to you.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our rules.

### Notes:

<sup>(1)</sup> This is an optional facility depending on whether it is offered by us.

<sup>(2)</sup> Depending on whether we will permit a credit facility to be used for that purpose.

## Contact Details:

**Mail:** CPS Credit Union Co-operative (ACT) Limited  
Locked Bag 1000, Mawson ACT 2607

**Tel:** (02) 6286 0555

**Fax:** (02) 6286 0560

**Web:** [www.cpsact.com.au](http://www.cpsact.com.au)

**ABN:** 31 087 649 670

**AFS Licence Number:** 240672

All Community CPS staff receive remuneration, primarily in the form of a salary. Some staff may also receive an incentive for achieving sales targets. Community CPS may charge fees for the services and products it provides to you. Community CPS may receive commissions for the sale of third party products in the range of 8% – 20% of the premium paid. Full details of benefits and commissions received by Community CPS are available in the Financial Services Guide (FSG). Copies of this document can be obtained by contacting Community CPS. The information contained in this brochure is general advice. When we provide general advice we don't take into consideration your objectives, financial situation or needs. The decision to acquire a particular product or service rests with you.



*Life without a Bank.*