



# Account and Access Facility Terms & Conditions

Effective 1 March 2019

This document must be read together with the **Fees & Charges brochure**. Together these documents form the **Conditions of Use** for G&C Mutual Bank Account and Access Facilities.

**G&C Mutual Bank Limited**

**ABN:** 72 087 650 637

**AFSL & Australian credit licence:** 238311

**Registered Address:**

Level 25, 201 Elizabeth Street,  
Sydney NSW 2000

**Email:** [info@gcmutual.bank](mailto:info@gcmutual.bank)

**Web:** [www.gcmutual.bank](http://www.gcmutual.bank)

**Phone:** 1300 364 400

Please note that by opening an account or using an access facility you become bound by these Terms and Conditions.

Please keep these **Terms and Conditions** in a safe place so you can refer to them when needed.

Alternatively, you can obtain information set out in this document and download this document from our website at [www.gcmutual.bank](http://www.gcmutual.bank)

### How to contact us

Visit us at any of our Service Centre locations – visit our website at [www.gcmutual.bank](http://www.gcmutual.bank) for our Service Centre locations.

Phone: 1300 364 400  
Mail: PO Box A253, Sydney South NSW 1235  
Email: [info@gcmutual.bank](mailto:info@gcmutual.bank)

### How to report loss, theft or unauthorised use of your Visa card

#### In Australia and Overseas

In Australia - contact us on 1300 364 400 - 24 hours a day, every day (7 days).

From overseas - contact us on +61 2 9307 5400.

Please contact us before you travel overseas for the current Visa hotline details.

**To report any other unauthorised transaction or the loss of other access facility, contact us directly.**

### Codes of Conduct

G&C Mutual Bank Limited warrants that we will comply with the ePayments Code where that Code applies.

The Customer Owned Banking Code of Practice will apply if you are an individual or small business. You may obtain a copy of the Customer Owned Banking Code of Practice on request or download a copy from our website at [www.gcmutual.bank](http://www.gcmutual.bank).

### Privacy

We will give you a copy of our Privacy Notice whenever we request personal information from you. A copy of our Privacy Policy is also available on request and you can download it from our website at [www.gcmutual.bank](http://www.gcmutual.bank).

### Financial Difficulty

If you ever experience financial difficulty you should inform us promptly. You can call G&C Mutual Bank Limited Contact Centre on 1300 364 400 so that we can assist you with your difficulties.

### Financial Claims Scheme

The Financial Claims Scheme (FCS) protects depositors through the provision of a Government guarantee on deposits (up to \$250,000 per account holder) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows depositors quick access to their deposits if an ADI becomes insolvent.

G&C Mutual Bank Limited is an ADI. G&C Mutual Bank is a trading name of G&C Mutual Bank Limited. Depositors with G&C Mutual Bank Limited may be entitled to receive a payment from the Financial Claims Scheme, subject to a limit per depositor. Further information about the FCS is available from the website <http://www.fcs.gov.au>

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## Account Operations

### What are G&C Mutual Bank Account and Access Facilities?

G&C Mutual Bank Account and Access Facilities include transaction, savings and term deposit accounts as well as facilities for accessing these accounts, including:

- Visa cards
- Member chequing
- BPAY (registered to BPAY Pty Ltd ABN 69 079 137 518)
- Osko Payments
- Phone, Online or Mobile App
- EFTPOS and ATM access
- Direct Debit requests
- Periodical payments
- Bank@Post

Please refer to the *G&C Mutual Bank Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document for available account types, the conditions applying to each account type, and the access methods attached to each account type.

### Proof of identity when opening an account

The law requires us to verify your identity when you open an account and the identity of any person you appoint as a signatory to your account or an additional cardholder.

As a minimum, we require proof of your name and address on two separate documents, and in most cases two of the following documents will provide proof of your identity:

- a State or Territory driver's licence or proof of age card;
- a current Australian passport or one that has expired within the last 2 years;
- a photo driver's licence issued by a foreign government;
- a passport issued by a foreign government, the United Nations or a UN agency;
- a national ID card with a photo and signature, issued by a foreign government, the United Nations or a UN agency.

If you do not have a photo ID please contact us to discuss what other forms of identification may be acceptable.

If you want to appoint a signatory to your account, the signatory will also have to provide proof of identity, as above.

### Electronic Verification

We may use Electronic Verification to provide proof of your identity. The Privacy Act and AML/CTF Act authorises the use and disclosure of personal information contained in a credit information file by and between a credit provider (G&C Mutual Bank Limited) and a credit reporting body for the purpose of verification of identification information. This method of verification is permitted by amendments to the AML/CTF Act and the Privacy Act.

The law does not allow you to open an account using a false name or an alias. A false name is any name other than a name you are commonly known by.

### What accounts can I open?

Our range of savings and term deposit accounts currently available are outlined in the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document.

### What fees and charges are there?

We may debit your account with fees and charges as set out in our *Fees and Charges* brochure along with any applicable government fees and charges.

We can vary fees and charges from time to time. Please see *Notifying Changes* for details of how and when we must notify you of these changes.

### What interest can I earn on my account?

Please refer to our Interest Rate Schedule for current interest rates payable. Our website also has information about our current interest rates payable. We calculate and credit interest to your account as set out in the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document.

We may vary savings or term deposit interest rates from time to time, however interest rates on term deposits remain fixed for the agreed term of the deposit. You can obtain information about our current interest rates from us at any time or by visiting our website at [www.gcmutual.bank](http://www.gcmutual.bank).

### What are the taxation consequences?

Interest earned on an account is income and may be subject to income tax.

When we issue you with a G&C Mutual Bank Account and Access Facility we will ask you for your Tax File Number (TFN) or an exemption. If provided, we will apply your TFN to each G&C Mutual Bank Account and Access Facility you hold. You are not obliged to disclose your TFN to us. However, if you do not, we are obliged to deduct withholding tax from any interest you earn at the highest rate.

For a joint account, all holders must quote their TFNs and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the joint account.

The deduction of withholding tax may form part of your normal income tax, just as when your employer deducts tax from your salary or wages. When you fill out your tax return, including your interest earned, along with your regular income, you may be able to claim the withholding tax paid on the interest as tax already paid together with the tax your employer deducts from your salary or wages.

If you give us your TFN, we will not deduct withholding tax on interest that you earn on your account. However, you may still be required to disclose interest as income when you complete your tax return at the end of the financial year.

For business accounts and charities, you need only quote your ABN instead of your TFN.

### Trust Accounts

You can open an account as a trust account. However:

- we are not taken to be aware of the terms of the trust; and
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

### Third Party access

You can authorise us at any time to allow another person to operate on your accounts. However, we will need to verify this person's identity before they can access your account.

An authorised person operates on all the accounts you have nominated them to have access to under the G&C Mutual Bank Account and Access Facility. You are responsible for all transactions your authorised person carries out on your accounts. **You should ensure that the person you authorise to operate on your accounts is a person you trust fully.**

### Making deposits to an account

You can make deposits to the account:

- by cash or cheque at selected Service Centre locations;
- by direct credit e.g. from your employer for wages or salary (please note that we can reverse a direct credit if we do not receive full value for the direct credit);
- by transfer from another account with us;
- by transfer from another financial institution;
- by cash or cheque at selected ATMs, if your account is linked to a Visa card (see *Electronic Access Facilities and ePayments Conditions of Use: Section 1*); or
- via Australia Post Bank@Post.

unless otherwise indicated in the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document.

Note that electronic deposits may not be processed on the same date. Please refer to *Electronic Access Facilities and ePayments Conditions of Use: Section 1*.

### Depositing cheques

You can only access the proceeds of a cheque when it has cleared.

### Withdrawing or transferring from an account

You can make withdrawals from the account:

- over the counter at selected Service Centre locations;
- by Direct Debit;
- by member cheque, if your account is linked to a member cheque book;
- via Phone, Online or Mobile App, including Osko payments;
- by BPAY and Osko to make a payment to a biller;
- at selected ATMs, if your account is linked to a Visa card;
- via selected EFTPOS terminals, if your account is linked to a Visa card (note that merchants may impose restrictions on withdrawing cash); or
- via Australia Post Bank@Post.

unless otherwise indicated in the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document.

We will require acceptable proof of your identity before processing withdrawals in person, or acceptable proof of your authorisation for other types of withdrawal transactions.

### Over the counter withdrawals

Generally, you can make over-the-counter withdrawals in cash or by buying a G&C Mutual Bank Limited corporate cheque. Please check:

- the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document for any restrictions on withdrawals applying to certain amounts;

- the *Fees & Charges* brochure for any applicable daily cash withdrawal limits or other transaction limits.

### Withdrawals using bank cheques

This is a bank cheque G&C Mutual Bank Limited draws payable to the person you nominate. You can purchase a bank cheque from us for a fee: see the *Fees & Charges* brochure.

If a G&C Mutual Bank Limited bank cheque is lost or stolen, you can ask us to stop payment on it by contacting 1300 364 400.

We cannot stop payment on our G&C Mutual Bank Limited bank cheque if you used the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you need help.

### Overdrawing an account

You must keep sufficient cleared funds in your account to cover your cheque, Direct Debit and EFT transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees & Charges* brochure.

Alternatively, we can honour the transaction and overdraw your account. We may charge you:

- Interest at our current overdraft rate, calculated on the daily closing balance; or
- A fee for each cheque or Direct Debit presented whilst your account has insufficient cleared funds: see the *Fees & Charges* brochure; or
- A fee where your account remained overdrawn or overlimit for 1 day or more during a calendar month: see *Fees & Charges* brochure.

'Cleared funds' means the proceeds of cheque deposits to your account (once the cheque is cleared), cash deposits and direct credits.

### Member chequing

Member chequing is a facility which allows you to make payments by cheque. Under our member chequing facility, we issue you with a cheque book and authorise you to draw cheques against your account. We will debit your account for the value of the cheques you draw.

If you have insufficient funds in your nominated account we may dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees. Please refer to the section *Overdrawing an Account*.

We may not give you access to member chequing if your banking history with G&C Mutual Bank Limited is not satisfactory, or if you are under 18.

### Direct Debit

You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us we will promptly process your instruction to cancel the biller's authority. However, we suggest that you also contact the biller.

If you believe a Direct Debit initiated by a biller is wrong you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your

claim to the biller. However, we are not liable to compensate you for your biller's error.

You can also provide us with Direct Debit instructions yourself to make periodical payments from your account. You must give us at least 3 business days notice in writing to stop any Direct Debit you have instructed us to make.

We can cancel your Direct Debit facility, in our absolute discretion, if 3 consecutive Direct Debit instructions are dishonoured. If we do this, billers may not be able to initiate a Direct Debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their Direct Debit request.

### Sweep facility

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, from which you authorise us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account to draw on.

### Account Statements

We will send you account statements at least every 6 months.

We can also provide your statements electronically through Online Banking. Please ask us about this facility.

You can also ask for an account statement at any time, however fees may apply. See *Fees & Charges* brochure.

### What happens if I change my name or address?

If you change your name or address, please let us know immediately by calling 1300 364 400 or you can update your details through Online Banking.

### Inactive accounts

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by G&C Mutual Bank Limited, such as crediting interest or debiting fees and charges) we may treat your account as inactive.

Once your account becomes inactive, we may charge an inactive fee each year.

If your account remains inactive for 7 years, we will treat your account as dormant. We have a legal obligation to remit dormant balances exceeding \$500 to the Australian Securities and Investment Commission (ASIC) as unclaimed money.

### Account combination

We may set off the credit balance of any of your deposit accounts against any debt owing by you to G&C Mutual Bank Limited from time to time.

We reserve the right to transfer funds from any of your deposit accounts to another, where the accounts are held in the same name. This may be necessary if, for example, one of your accounts becomes overdrawn, or in payment of any amount overdue on any loan account held in the same name.

However, this transfer of funds will not occur where we know the funds are not held in the same capacity. Further, where we are bound by a specific code, there may be limits on the extent to which funds from your various accounts may be transferred.

Consistent with the Customer Owned Banking Code of Practice, we will, where possible, promptly advise you if it has been necessary to transfer funds between your accounts. However, we are under no obligation to tell you of our intentions prior to transferring funds between your accounts.

## Notifying changes

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how we will notify you of any change.

Type of change	Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstance when interest is credited to your account	20 days
Changing any other term or condition	When we next communicate with you

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter;
- notification on or with your next statement of account;
- notification on or with the next newsletter;
- advertisements in the local or national media; or
- notification on our website.

However, we will always select a method or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification.

## Closing accounts and cancelling access facilities

You can close your G&C Mutual Bank Account and Access Facility at any time. However, you will have to surrender any member cheque book and any Visa cards at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, EFT transactions and fees, if applicable.

You can cancel any access facility on request at any time. However, for Direct Debit:

- you can contact your biller or us to cancel any Direct Debit authority you have given a biller; and
- you have to give us at least 3 business days notice to cancel any Direct Debit authority you give us.

We can:

- close your G&C Mutual Bank Account and Access Facility in our absolute discretion by giving you reasonable notice and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach these Conditions of Use.

## Notices and electronic communication

We may send you notices and statements:

- by post, to the address recorded in our membership records or to a mailing address you nominate; or
- by email.

We will only use fax or email if the law permits and you have nominated a fax number or electronic address for this purpose. We may also send you notices and statements by some other way that you have agreed to.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website for you to retrieve.

You can vary your nominated email address at any time, or cancel arrangements to receive notices or statements by email or by retrieval from our website at any time.

## Complaints

We have a dispute resolution system to deal with any complaints you may have in relation to your G&C Mutual Bank Account and Access Facility or transactions on your account. Our dispute resolution policy requires us to deal with any complaint efficiently, promptly and sympathetically. If you are not satisfied with the way we resolve your complaint, or if we do not respond promptly, you may refer the complaint to our external dispute resolution service.

If you want to make a complaint, contact our staff at any Service Centre location and tell them you want to make a complaint. You can also call our Contact Centre on 1300 364 400.

Our staff have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

## Electronic Access Facilities and ePayments Conditions of Use

### Section 1: Information about our ePayment facilities

You should follow the guidelines in the box below to protect against unauthorised use of your Visa card and passcode. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

### Important information you need to know before using a device to make electronic payments

- Sign the Visa card as soon as you receive it.
- Familiarise yourself with your obligations to keep your Visa card and passcodes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your Visa card or to report unauthorised use of your Visa card, BPAY® or Phone, Online or Mobile Banking.
- Immediately report loss, theft or unauthorised use.
- If you change a passcode, do not select a passcode which represents your birth date or a recognisable part of your name.
- Never write the passcode on the Visa card.
- Never write the passcode on anything which is kept with or near the Visa card.
- Never lend the Visa card to anybody.
- Never tell or show the passcode to another person.
- Use care to prevent anyone seeing the passcode being entered on a device.
- Keep a record of the Visa card number and G&C Mutual Bank's phone number with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access Phone, Online or Mobile App services only using the OFFICIAL phone numbers and URL addresses.
- If accessing Online or Mobile App on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.

- ALWAYS REJECT any request to provide or to confirm details of your passcode. We will NEVER ask you to provide us with these details.

**If you fail to ensure the security of your Visa card, access facility and passcodes you may increase your liability for unauthorised transactions.**

These ePayment Conditions of Use govern all electronic transactions made using any one of our Visa cards or facilities, listed below:

Visa Debit card	Phone Banking
Visa Credit card	Online Banking
BPAY®	Mobile App
Osko Payments	

You can use any of these electronic access facilities to access an account, as listed in the *Summary of Accounts, Availability of Access Facilities & Transaction Limits* at the end of this document.

#### Visa Debit card

A Visa Debit card allows you to make payments and to access your account at an ATM or EFTPOS terminal in Australia displaying the **eftpos logo**. We will provide you with a PIN to use with your Visa Debit card. Your Visa Debit card allows you to:

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts; and
- deposit cash or cheques into your account (at select ATMs only).

We may choose not to give you a Visa Debit card if you are under 16.

#### Visa Credit card

A Visa Credit card allows you to make payments at any retailer displaying the Visa logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the **Visa logo**. We will provide you with a PIN to use with your Visa Credit card. Your Visa Credit card also allows you:

- check your account balances;
- withdraw cash from your account;
- deposit cash or cheques into your account (at select ATMs only).

We may choose not to give you a Visa Credit card if your banking history with G&C Mutual Bank Limited is not satisfactory or if you are under 18 years of age.

#### Important Information about Chargebacks for Visa card

If you believe a Visa card transaction was:

- for goods or services and the merchant did not deliver them; or
- for goods and services which did not match the description provided by the merchant.

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You can do so by telling us within 30 days after the date of the statement which shows the transaction and providing us with any information we may require.

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the ePayments Conditions of Use.

**You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the Visa transaction receipt in question.**

#### Digital Wallet

You may load your Visa Card on to your mobile phone in a digital wallet app. Use of the Visa Card details, via the digital wallet, is governed by these Conditions of Use.

The Digital Wallet Provider is responsible for the functioning of the Digital Wallet, not us.

When you load the Card into a Digital Wallet, there is a sharing of your personal information between us and the Digital Wallet Provider and between you and the Digital Wallet Provider.

#### Important Information You Need To Know When Using Your Digital Wallet on a Mobile Phone

You must protect and keep confidential your User ID, phone lock, passcode, passwords, and all other information required for you to make purchases with your Card using the Digital Wallet.

Always protect your passcode by using a unique number or pattern that is not obvious or that can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.

Our Conditions of Use require you to report these events to us immediately if:

- your Device has been lost or stolen
- you believe your security credentials have been compromised
- you believe there are errors
- you suspect fraud associated with your Digital Wallet

**You may become liable for any unauthorised transactions if you unreasonably delay notifying us.**

#### Section 2: Definitions

- ATM** means automatic teller machine
- Business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
- Cardholder** means you or any additional cardholder
- Cash Advance** means a debit to your Visa Credit card account (whether or not your Visa Credit card account is in credit or debit), which results in you receiving actual cash (whether at a Service Centre or via electronic equipment or by other means) or cash substitutes and includes:
  - Purchase of quasi-cash items such as gambling chips, cheques or travellers cheques;
  - BPAY payments;
  - Funds transfer to another account held by you with us or with a third party or another financial institution.
- Credit Limit** means the credit limit for a Visa Credit card account set out in the Letter of Offer, and if varied, the credit limit as varied
- Daily Percentage Rate** means the annual percentage rate divided by 365
- Device** means a device we give to a user that is used to perform a transaction. Examples include:
  - debit card or credit card; or
  - token issued by a subscriber that generates a passcode (if applicable)
- EFTPOS** means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
- Electronic Transaction** means a payment, funds transfer

or cash withdrawal transaction initiated using electronic equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature

- (j) **Electronic Equipment** includes, but is not limited to, an electronic terminal, computer, television and telephone
- (k) **ePayments Code** means the ePayments Code issued by the Australian Securities and Investments Commission (ASIC)
- (l) **Facility** means an arrangement through which you can perform transactions
- (m) **Identifier** means information that a cardholder must provide to perform a transaction and which the cardholder knows but is not required to keep secret, such as an account number or a serial number
- (n) **Manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet
- (o) **Merchant** means a business which accepts the Visa card as payment for goods and services
- (p) **Minimum Amount**, in respect to any Visa Credit card statement period, means the minimum payment due plus any overdue amounts and any overlimit amount specified in the statement for that statement period
- (q) **Overdue Amount** means any "monthly payments" that remain unpaid from previous Visa Credit card statements of accounts
- (r) **Overlimit Amount** means the amount by which, at any time, the outstanding balance of your Visa Credit card account exceeds the approved credit limit
- (s) **Passcode** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:
  - (i) personal identification number (PIN)
  - (ii) Online or Mobile App password
  - (iii) Phone Banking password
  - (iv) code generated by a security token (if applicable)
  - (v) Osko Payments smart address (PayID)

A passcode does not include a number printed on a device (e.g. a security number printed on a Visa card).

- (t) **Purchase** means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the Visa card account and includes an order made for goods or services that are not taken
- (u) **Regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.
- (v) **Transaction** means a transaction on your account, including withdrawing cash from an ATM, purchasing goods and/or services at Visa outlets, and making a payment via the internet or telephone using the Visa card number
- (w) **Unauthorised transaction** means a transaction that is not authorised by a user
- (x) **User** means you or an individual you have authorised to perform transactions on your account, including:
  - (i) a third party signatory to your account; or
  - (ii) a person you authorise us to issue an additional card to

(y) **Visa card** means a debit card or credit card, and includes our Visa Debit Card, Low Rate Visa Credit Card and Platinum Visa Credit Card. Unless stated otherwise, references to Visa card apply equally to Visa Debit cards and Visa Credit cards

(z) **We, Us, or Our** means G&C Mutual Bank Limited

(aa) **You** means the person or persons in whose name a Visa card or Account and Access Facility is held.

### Section 3: Transactions

- 3.1 These ePayments Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:
  - (a) initiated using electronic equipment, and
  - (b) not intended to be authenticated by comparing a manual signature with a specimen signature.
- 3.2 These ePayments Conditions of Use apply to the following transactions:
  - (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature;
  - (b) Phone Banking and bill payment transactions;
  - (c) Online or Mobile App transactions, including 'Pay Anyone';
  - (d) online transactions performed using a card number and expiry date;
  - (e) online bill payments (including BPAY);
  - (f) direct debits;
  - (g) transactions using mobile devices; and
  - (h) Osko Payments.

### Section 4: Using your Visa Card

- 4.1 You must not use a Visa card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.
- 4.2 The maximum daily cash advance amount for an account is AUD\$1,000.
- 4.3 Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the Visa card.
- 4.4 We may choose at any time not to authorise a transaction. We shall not be liable to you or anyone else for any loss or damage resulting from our refusal to authorise a transaction.
- 4.5 You agree that we can debit the Visa card account with all transactions authorised by you. Transactions can be authorised by:
  - (a) using your Visa card, alone or together with your PIN, at any electronic terminal; or
  - (b) providing the Visa card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or online.
- 4.6 You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

When you authorise a transaction:

- (a) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents



the purchase price of the goods or services obtained, or the amount of the cash advance;

- (b) you agree to pay (in Australian dollars) the amount of that transaction; and
- (c) you agree that, when transacting with a Visa Credit card, we provide you with credit equal to the amount of the transaction on the date on which you make the transaction.

#### 4.7 Authorisations

Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available for the transaction.

Once the authorisation is obtained, we may reduce the amount of available funds in the Visa card account. If the purchase or other transaction is not completed, the amount of available funds in the Visa card account may continue to be reduced for up to five business days after the authorisation is obtained.

### Section 5: When you are not liable for loss

5.1 You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:

- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- (b) a device, identifier or passcode which is forged, faulty, expired or cancelled;
- (c) a transaction requiring the use of a device and/or passcode that occurred before the cardholder received the device and/or passcode (including a reissued device and/or passcode);
- (d) a transaction being incorrectly debited more than once to the same facility;
- (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached; or
- (f) an unauthorised transaction that can be made using an identifier without a passcode or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the cardholder unreasonably delays reporting the loss or theft of the device.

5.2 You are not liable for loss arising from an unauthorised transaction where it is clear that a cardholder has not contributed to the loss.

5.3 In a dispute about whether a cardholder received a device or passcode:

- (a) there is a presumption that the cardholder did not receive it, unless we can prove that the cardholder did receive it;
- (b) we can prove that a cardholder received a device or passcode by obtaining an acknowledgement of receipt from the cardholder; and
- (c) we may not rely on proof of delivery to a cardholder's correct mailing or electronic address as proof that the cardholder received the device or passcode.

### Section 6: When you are liable for loss

6.1 If the preceding Section does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section.

6.2 Where we can prove on the balance of probability that a cardholder contributed to a loss through fraud, or breaching the passcode security requirements:

- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us
- (b) you are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit;
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit;
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit; or
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.

6.3 Where:

- (a) more than one passcode is required to perform a transaction; and
- (b) we prove that a cardholder breached the passcode security requirements in this Section for one or more of the required passcodes, but not all of the required passcodes,

you are liable only if we also prove on the balance of probability that the breach of the passcode security requirements was more than 50% responsible for the losses, when assessed together with all the contributing causes.

6.4 You are liable for losses arising from unauthorised transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

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

6.5 Where we can prove, on the balance of probability, that a cardholder contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:

- (a) are liable for the actual losses that occur between:
  - (i) when the cardholder became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
  - (ii) when the security compromise was reported to us
- (b) are not liable for any portion of the losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit;
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit;
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit; or
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the transaction.

*Note: You may be liable under this clause if you were the cardholder who contributed to the loss, or if a different cardholder contributed to the loss.*

6.6 Where a passcode was required to perform an unauthorised transaction, and these preceding clauses do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us;
- (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit; or
- (c) the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

6.7 In deciding whether on the balance of probabilities we have proved that a cardholder has contributed to losses under the preceding clauses:

- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring; and
- (b) the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a cardholder contributed to losses through fraud or a breach of the passcode security requirements; and
- (c) the use or security of any information required to perform a transaction that is not required to be kept secret by cardholders (for example, the number and expiry date of a device) is not relevant to a cardholder's liability.

6.8 If a cardholder reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under this Section for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## Section 7: Passcode security requirements

7.1 This Section applies where one or more passcodes are needed to perform a transaction.

7.2 A cardholder must not:

- (a) voluntarily disclose one or more passcodes to anyone, including a family member or friend
- (b) where a device is also needed to perform a transaction, write or record passcode(s) on a device, or keep a record of the passcode(s) on anything:
  - (i) carried with a device; or
  - (ii) liable to loss or theft simultaneously with a device unless the cardholder makes a reasonable attempt to protect the security of the passcode.
- (c) where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode(s).

7.3 For the purpose of the preceding clause, a reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the

passcode within the record, or prevent unauthorised access to the passcode record, including by:

- (a) hiding or disguising the passcode record among other records;
- (b) hiding or disguising the passcode record in a place where a passcode record would not be expected to be found;
- (c) keeping a record of the passcode record in a securely locked container; or
- (d) preventing unauthorised access to an electronically stored record of the passcode record.

This list is not exhaustive.

7.4 A cardholder must not act with extreme carelessness in failing to protect the security of all passcodes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

*Note: An example of extreme carelessness is storing a user name and passcode for Online Banking in a diary, Smartphone or computer that is not password protected under the heading 'Online banking codes'.*

7.5 A cardholder must not select a numeric passcode that represents their birth date, or an alphabetical passcode that is a recognisable part of their name, if we have:

- (a) specifically instructed the cardholder not to do so; and
- (b) warned the cardholder of the consequences of doing so.

7.6 The onus is on us to prove, on the balance of probability, that we have complied with the preceding clause.

7.7 Where we expressly authorise particular conduct by a cardholder, either generally or subject to conditions, a cardholder who engages in the conduct, complying with any conditions, does not breach the passcode security requirements in this Section.

7.8 Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a cardholder who discloses, records or stores a passcode that is required or recommended for the purpose of using the service does not breach the passcode security requirements in this Section.

## Section 8: Liability for loss caused by system or equipment malfunction

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

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

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the cardholder.

## Section 9: Network arrangements

- 9.1 We must not avoid any obligation owed to you on the basis that:
- we are a party to a shared electronic payments network; or
  - another party to the network caused the failure to meet the obligation.
- 9.2 We must not require you to:
- raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network; or
  - have a complaint or dispute investigated by any other party to a shared electronic payments network.

## Section 10: Mistaken internet payments

- 10.1 In this Section:
- direct entry** means a direct debit or direct credit;
  - mistaken internet payment** means a payment by a cardholder through a 'Pay Anyone' Online Banking facility and processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the cardholder enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
    - the cardholder's error; or
    - the cardholder being advised of the wrong BSB number and/or identifier.This does not include payments made using BPAY.
  - receiving ADI** means an ADI whose customer has received an internet payment; and
  - unintended recipient** means the recipient of funds as a result of a mistaken internet payment.

10.2 When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.

10.3 If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds.

*Note: Under the ePayments Code, the receiving ADI must, within 5 business days:*

- acknowledge the request by the sending ADI for the return of funds; and*
- advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.*

10.4 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

10.5 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.

10.6 You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:

- are not satisfied that a mistaken internet payment has occurred
- have not complied with the processes and timeframes set out in the preceding clauses, or as described below.

10.7 When we receive a complaint under this clause we must:

- deal with the complaint under our internal dispute resolution procedures; and
- not require you to complain to the receiving ADI.

10.8 If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution scheme provider.

*Note: If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.*

### Information about a receiving ADI's obligations after we request return of funds

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.**

#### Process where funds are available and report is made within 10 business days:

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI, if practicable, or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

#### Process where funds are available and report is made between 10 business days and 7 months:

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
  - prevent the unintended recipient from withdrawing the funds for 10 further business days, and
  - notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.

- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

#### Process where funds are available and report is made after 7 months:

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the sending ADI.

- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:
  - (a) the receiving ADI must return the funds to the sending ADI; and
  - (b) the sending ADI must return the funds to the holder as soon as practicable.

**Process where funds are not available:**

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

**Section 11: Using Phone, Online or Mobile App**

11.1 We do not warrant that:

- (a) the information available to you about your accounts through our digital or phone services is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to Phone, Online or Mobile App; or
- (c) data you transmit via Phone, Online or Mobile Banking is totally secure.

**Section 12: How to report loss, theft or unauthorised use of your Visa card or passcode**

12.1 If you believe your Visa card has been misused, lost or stolen, or the passcode has become known to someone else, you must immediately contact G&C Mutual Bank on 1300 364 400.

*Please refer to How To Contact Us on page 1 for our contact details.*

- 12.2 You can report your lost or stolen Visa card 24 hours a day, 7 days a week.
- 12.3 If the after hours service is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the after hours service is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.
- 12.4 If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify G&C Mutual Bank Limited by:
- (a) phoning as below; or
  - (b) by emailing G&C Mutual Bank Limited at info@gcmutual.bank

**Section 13: How to report unauthorised use of Phone, Online or Mobile App**

13.1 If you believe that your passcodes for Phone, Online or Mobile App transactions have been misused, lost or stolen, or, where relevant, your passcode has become known to someone else, you must contact us immediately.

*Please refer to How To Contact Us on page 1 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.*

13.2 If you believe an unauthorised transaction has been made and your access method uses a passcode, you should change that passcode.

**Section 14: Using your Visa card outside Australia**

- 14.1 You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
- 14.2 All transactions made overseas on the Visa card will be converted into Australian currency by Visa Worldwide, 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).
- 14.3 All transactions made in a foreign currency on the Visa card are subject to a conversion fee payable to ASL, the principal member of Visa Worldwide under which G&C Mutual Bank can provide you with the Visa card. Please refer to the *Fees & Charges* brochure for the current conversion fee.
- 14.4 Some overseas merchants and ATMs charge a surcharge for making a transaction using your Visa card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

**Section 15: Additional cardholder**

- 15.1 You may authorise us, if we agree, to issue an additional Visa card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
- 15.2 You will be liable for all transactions carried out by this cardholder.
- 15.3 We will give each additional cardholder a separate passcode.
- 15.4 You must ensure that any additional cardholders protect their Visa card and passcode in the same way as these ePayment Conditions of Use require you to protect your Visa card and passcode.
- 15.5 To cancel the additional Visa card you must notify us in writing. However, this cancellation may not be effective until the additional Visa card is returned to us or you have taken all reasonable steps to have the additional Visa card returned to us.
- 15.6 You will not be liable for the continued use of the additional Visa card from the date that you have:
- (a) notified us that you want it cancelled; and
  - (b) taken all reasonable steps to have the additional Visa card returned to us.

*Please note that if you are unable to return the additional Visa card to us, we may require you to make a written statement describing the steps you have taken to return the card.*

<p><b>REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR VISA CARDS OR PASSCODE</b></p> <p><b>IN AUSTRALIA</b>  <b>Contact us on 1300 364 400 - 24 hours a day, every day (7 days).</b></p> <p><b>OUTSIDE AUSTRALIA</b>  <b>Contact us on +61 2 9307 5400.</b></p> <p><b>Please contact us before you travel overseas to obtain the current Visa hotline details.</b></p>
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## Section 16: Card renewal

16.1 We may automatically issue you, and any additional cardholder, with a replacement Visa card whenever the current Visa card expires, at our discretion. The use of any replacement Visa card is subject to these Conditions of Use.

## Section 17: Cancellation of a Visa card by us

17.1 Visa cards remain our property at all times.

17.2 We will not cancel any individual Visa card(s) without good reason. We reserve the right to cancel any Visa card at any time without prior notice if:

- (a) we believe that use of the Visa card or the card account may cause loss to you or to us (for example, if you are in default under a Credit Card Contract or under the Conditions of Use applicable to another credit facility provided by us to you);
- (b) the Visa card account is an inactive account;
- (c) the Visa card account has been closed; or
- (d) a Visa Credit Card credit limit has been exceeded. (Note that we may elect not to close a Visa Credit card account for this reason, but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing a Visa Credit card account whenever the credit limit has been exceeded).

17.3 If the Visa card account is closed, all Visa cards issued in relation to that Visa card account will also be cancelled.

## Section 18: Cancellation of a Visa card by you

18.1 You may close the Visa card account at any time by making a written request to us for closure of the account. If the Visa card account is closed, all Visa cards issued in relation to that account will also be cancelled.

18.2 You may cancel any Visa card linked to the account (including any additional card) at any time by making a written request to us for cancellation of that Visa card.

18.3 Written requests should be emailed to the email address shown on the front of this document or submitted to one of our Service Centres.

## Section 19: When a Visa card has been cancelled

19.1 When we cancel a Visa card or we receive instructions from you to cancel a Visa card:

- (a) we will write to confirm cancellation details with you; and
- (b) the Visa card (and any additional card) must not be used. To reduce the risk of identity fraud, please securely destroy the card. You should make all reasonable steps to retrieve additional cards from an additional cardholder.

19.2 If the Visa card account has a credit balance when the card account is closed, we will:

- (a) credit the credit balance to any other account held by you with us;
- (b) transfer the credit balance by direct entry to another financial institution nominated by you; or
- (c) send you a Bank cheque for the closing credit balance of the account.

19.3 You will continue to be liable for any of the following transactions on your account:

- (a) transactions made before we process your termination request; and

(b) any transactions debited to the Visa card account in accordance with any regular payment or any other authorised link to the account until the regular payment or authority is cancelled; and

(c) in the case of Visa Credit cards, you must continue to make payments to the Visa Credit card account in accordance with the Credit Card Contract while a balance remains outstanding.

19.4 Upon receipt of your request for closure we will immediately cancel the card.

19.5 Any regular payment arrangement must be cancelled directly by you with the other party.

## Section 20: Exclusions of Visa card warranties and representations

20.1 We do not warrant that merchants or ATMs displaying Visa signs or promotional material will accept your Visa card.

20.2 We do not accept any responsibility should a merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour your Visa card.

20.3 We are not responsible for any defects in the goods and services you acquire 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.

## Section 21: Cancellation of access to phone, online or Mobile App, BPAY or Osko

21.1 You may cancel your access to Phone, Online or Mobile Banking, BPAY or Osko at any time by giving us written notice.

21.2 We may immediately cancel or suspend your access to Phone, Online or Mobile App, BPAY or Osko at any time:

- (a) for security reasons;
- (b) if you breach these Conditions of Use;
- (c) if you, or someone acting on your behalf, is being fraudulent;
- (d) if we suspect that you are using Osko in a manner that is likely to affect our ability to continue providing Osko to you or our other customers; or
- (e) if we cease to be a participant in Osko.

21.3 We may cancel your access to Phone, Online or Mobile Banking, BPAY or Osko for any reason by giving you 30 days notice.

21.4 In the case of Phone, Online or Mobile App, BPAY or Osko, if, despite the cancellation of your access to Phone, Online or Mobile App, BPAY or Osko, you carry out a transaction using the relevant access method, you will remain liable for that transaction.

21.5 Your access to Phone, Online or Mobile App, BPAY or Osko will be terminated when:

- (a) we notify you that we have cancelled your access method to the account with us;
- (b) you close the last of your accounts with us which has Phone, Online or Mobile App, BPAY or Osko access;
- (c) you cease to be our member; or
- (d) you alter the authorities governing the use of your account or accounts which have Phone, Online or Mobile App, BPAY or Osko access (unless we agree otherwise).

## Section 22: Using BPAY

- 22.1 You can use BPAY® to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.
- 22.2 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 (e.g. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- 22.3 We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information.

*Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## Section 23: Processing BPAY payments

- 23.1 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.

*Please keep a record of the BPAY receipt numbers on the relevant bills.*

- 23.2 A BPAY payment instruction is irrevocable. BPAY® payments for goods or services using your Visa card will also be governed by the operating rules applicable to BPAY® as published by BPAY® from time to time.

If you use your Visa card to make a BPAY® payment you do not have the right to reverse the payment or chargeback the transaction, notwithstanding that the merchant failed to deliver the goods and/or services to you.

If there is any inconsistency between the BPAY® conditions of use and these Conditions of Use, the BPAY® conditions of use will apply to the extent of that inconsistency.

The ePayments Code does not apply in relation to BPAY® payments.

BPAY payments made from a Visa Credit Card are treated as cash advances.

- 23.3 Except for future-dated payments, you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.
- 23.4 We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.
- 23.5 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)

*Please note that you must provide us with written consent addressed to the biller who received that BPAY payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.*

- 23.6 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, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and

- otherwise, on the next banking business day after you direct us to make it.

*Please note that 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.*

- 23.7 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.
- 23.8 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.

- 23.9 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.
- 23.10 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.

## Section 24: Future-dated BPAY payments

- 24.1 You may arrange BPAY payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:
- 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, 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 if there are any problems with your future-dated payment; and
  - 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.

## Section 25: Consequential damage for BPAY payments

- 25.1 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.
- 25.2 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.

## Section 26: Using Osko

- 26.1 You can use Osko to make payments from those accounts that have the Osko facility, including:
- (a) make an Osko payment;
  - (b) make scheduled and recurring Osko payments;
  - (c) receive payment reminders; and
  - (d) pay bills bearing the Osko logo from those accounts that have the Osko facility.
- 26.2 When you tell us to make an Osko payment you must tell us the payee's PayID or the details of the payee's account, the amount to be paid and the account from which the amount is to be paid.
- 26.3 We cannot effect your Osko instructions if you do not give us all the specified information or if you give us inaccurate information.
- 26.4 If you make an Osko payment from a credit facility, the transaction will be treated as a cash advance, and may incur charges from the date of the transaction.

## Section 27: Processing Osko payments

- 27.1 We will attempt to make sure that your Osko payments are processed promptly by participants in Osko, and you must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your Osko payment;
  - (b) you did not authorise an Osko payment that has been made from your account; or
  - (c) you think that you have been fraudulently induced to make an Osko payment.
- 27.2 An Osko payment instruction is irrevocable.
- 27.3 Except for scheduled and recurring Osko payments, you cannot stop an Osko payment once you have instructed us to make it, and we cannot reverse it.
- 27.4 We will treat your Osko payment instruction as valid if, when you give it to us, you use the correct access method.
- 27.5 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).
- 27.6 If we are advised that your payment cannot be processed by a recipient, we will:
- (a) advise you of this;
  - (b) credit your account with the amount of the Osko payment; and

- (c) take all reasonable steps to assist you in making the Osko payment as quickly as possible.

## Section 28: Scheduled and Recurring Osko payments

- 28.1 You may schedule Osko payments up to 60 days in advance of the time for payment and you can also schedule recurring Osko payments. If you use this option you should be aware of the following:
- (a) you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all scheduled and recurring Osko payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
  - (b) if there are insufficient cleared funds or, as relevant, insufficient available credit, the Osko payment will not be made and you may be charged a dishonour fee;
  - (c) you are responsible for checking your account transaction details or account statement to ensure that the scheduled or recurrent Osko payment is made correctly;
  - (d) you should contact us if there are any problems with your scheduled or recurrent Osko payments; and
  - (e) you must contact us if you wish to cancel a scheduled or recurrent Osko payment after you have given the direction but before the date for payment.

## Section 29: Regular payment arrangements

- 29.1 You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- 29.2 To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 29.3 Should your card details be changed (for example if your Visa card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 29.4 Should your Visa card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

## Section 30: Authority to Recover Mistaken or Misdirected payments

- 30.1 Where we and the sending financial institution determine that an NPP Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable Terms and Conditions, deduct from your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

## About the Customer Owned Banking Code of Practice

Customer Owned banking delivers member-focused, competitive services. Mutual banks, credit unions and mutual building societies are customer-owned financial institutions committed to putting their members first.

The Customer Owned Banking Code of Practice, the code of practice for customer owned financial institutions, is an important public expression of the value we place on improving the financial wellbeing of our individual members and their communities.

Our 10 Key Promises to you are:

1. We will be fair and ethical in our dealings with you
2. We will focus on our members
3. We will give you clear information about our products and services
4. We will be responsible lenders
5. We will deliver high customer service and standards
6. We will deal fairly with any complaints
7. We will recognise member rights as owners
8. We will comply with our legal and industry obligations
9. We will recognise our impact on the wider community
10. We will support and promote this Code of Practice.

You can download a copy of the Customer Owned Banking Code of Practice online at [www.gcmutual.bank/customer-owned-banking-code-of-practice](http://www.gcmutual.bank/customer-owned-banking-code-of-practice)

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact

### Compliance Manager Code Compliance Committee

PO Box 14240

Melbourne VIC 8001

Phone: 1800 367 287

Fax: 03 9613 7481

Email: [info@codecompliance.org.au](mailto:info@codecompliance.org.au)

[www.cobccc.org.au/for-consumers/resolving-complaints/](http://www.cobccc.org.au/for-consumers/resolving-complaints/)

The Code Compliance Committee (CCC) is an independent committee established in accordance with the Code, to ensure that subscribers to the Code meet the standards of good practice set out in the code. The CCC investigates allegations that the Code has been breached and monitors compliance with the Code through compliance activities such as mystery shopping, surveys and compliance visits.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation we recommend you contact us first. You can contact our external dispute resolution provider, the Australian Financial Complaints Authority, directly. However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

You can contact the Australian Financial Complaints Authority:

by calling 1800 931 678

by visiting [www.afca.org.au](http://www.afca.org.au)



ACCOUNT TYPE	S1 Access	S2 Regular Payment*	S4 Christmas Saver	S6 Insurance*	S10 Cash Management	S11 inet Saver	S12 Pensioner Plus	S13 Bonus Saver	S14 Union Membership*	S18 GoGreen Saver*	S32 RewardMe Saver	Mortgage Offset	Term Deposit
<b>Account Eligibility</b>	All members	All members	All members	All members	All members Note 2	All members Note 3	Pensioners & Retirees Note 5	All members Note 4	Union members	All members	All members Note 6	Members with a mortgage Note 13	All members Notes 8, 9, 10 & 11
<b>DAILY ACCOUNT TRANSACTION LIMITS</b>													
<b>Minimum Opening Deposit</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
<b>Minimum Balance to be Maintained</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Note 6	\$0	n/a
<b>Service Centre Cash Withdrawal Note 7</b>	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	n/a	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	n/a
<b>ATM Withdrawal</b>	\$1,000	\$1,000	n/a	n/a	n/a	n/a	\$1,000	n/a	n/a	n/a	\$1,000	\$1,000	n/a
<b>Online Banking External Transfers Note 1</b>	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	n/a
<b>AVAILABLE ACCESS FACILITIES</b>													
<b>Funds Available At Call</b>	✓	✓	✓	✓	Note 2	✓	✓	✓	✓	✓	✓	✓	n/a
<b>Service Centre Access</b>	✓	✓	✓	✓	✓	Note 3	✓	✓	✓	✓	✓	✓	✓
<b>Online, Mobile and Phone Banking</b>	✓	✓	✓	✗	✓	✓	✓	✓	✗	✓	✓	✓	✗
<b>Visa Debit card</b>	✓	✗	✗	✗	✗	✗	✓	✗	✗	✗	✓	✓	✗
<b>Cheque Book</b>	✓	✓	✗	✗	✓	✗	✓	✗	✗	✗	✗	✗	✗
<b>Direct Credit</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
<b>Direct Debit</b>	✓	✓	✗	✓	✓	✗	✓	✗	✓	✗	✓	✓	✗
<b>QuickDebit</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
<b>Periodical Payment</b>	✓	✓	✗	✗	✓	✗	✓	✗	✗	✗	✓	✓	✗
<b>BPAY</b>	✓	✓	✓	✗	✓	✓	✓	✓	✗	✓	✓	✓	✗
<b>Bank@Post</b> Note 12	✓	✓	✗	✗	✗	✗	✓	✗	✗	✗	✓	✓	✗
<b>INTEREST</b>													
<b>Method of Calculation</b>	✗	✗	Daily balance	✗	Daily balance	Daily balance	Daily balance	Daily balance	✗	✗	Minimum monthly balance	Daily balance	Daily balance
<b>Tiered Interest Rates</b> <i>Please refer to the G&amp;C Mutual Bank Interest Rate Schedule for applicable tiers &amp; rates</i>	✗	✗	✗	✗	✓ Rates paid on each tiered balance	✓ Rates paid on each tiered balance	✓ Rates paid on each tiered balance	✗	✗	✗	Note 6	✗	✓
<b>Payment Frequency</b>	Note 14	Note 14	Monthly	Note 14	Monthly	Monthly	Monthly Note 5	Monthly	Note 14	Note 14	Monthly	Offset monthly to linked mortgage	Notes 8, 9, 10 & 11

\* No longer offered. Existing accounts only.

ADDITIONAL ACCOUNT CONDITIONS	
<b>Note 1</b>	An Online Banking external transfer limit greater than \$10,000 is available on application.
<b>Note 2</b>	S10 Cash Management Account: funds are available after a 7 day retention period.
<b>Note 3</b>	S11 inet Saver Account: access to funds is via electronic instrument only, Service Centre access not available.
<b>Note 4</b>	S13 Bonus Saver Account: pays a base interest and, subject to eligibility, pays bonus interest. Bonus interest will be paid when the following criteria are satisfied: <ul style="list-style-type: none"> <li>• Deposit a minimum amount of \$100 within the calendar month, and</li> <li>• No withdrawals or transfers in the calendar month.</li> </ul>
<b>Note 5</b>	S12 Pensioner Plus Account: only available to persons 55 years or older and who are: <ul style="list-style-type: none"> <li>• Recipients of Centrelink or Veterans Affairs Pension, or</li> <li>• Self funded retirees.</li> </ul>
<b>Note 6</b>	S32 RewardMe Saver Account: pays a tiered rate of interest. A minimum balance of \$20,000 must be retained in the account before the first tier interest rate applies.
<b>Note 7</b>	If you require an amount larger than \$3,000 you must give 24 hours advance notice (verbal or written) to the Service Centre where you wish to withdraw the amount.
<b>Note 8</b>	Term Deposits: <ul style="list-style-type: none"> <li>• For terms of 12 months or less, interest can be paid monthly or at maturity.</li> <li>• For terms of more than 12 months, interest can be paid monthly, annually and at maturity.</li> </ul>
<b>Note 9</b>	Term Deposits: Interest payments will be paid via direct credit to a nominated G&C Mutual Bank Limited account; payments by cheque are not available for this product.
<b>Note 10</b>	Term Deposits: <ul style="list-style-type: none"> <li>• For terms of 24 months or less, we may allow early withdrawals at our absolute discretion.</li> <li>• For terms of greater than 24 months, early withdrawal will be allowed at the discretion of the depositor on 31 days' notice.</li> <li>• On early withdrawal of any Term Deposit, we may reduce the interest rate to 1 per cent per annum.</li> </ul>
<b>Note 11</b>	<p><b>Your options on Maturity of a Term Deposit:</b></p> <p>Simply choose to automatically rollover your existing Term Deposit at the rate of interest relevant to the new term that you select, or</p> <p>If you do not nominate how the principal is to be repaid or interest paid at maturity, we will re-invest the principal and interest <b>in accordance with the account instructions we received from you when the Term Deposit was established.</b></p> <p>If the deposit is re-invested by us, the interest rate and other conditions will be those applicable to any other G&amp;C Mutual Bank Limited Term Deposit of the same type, made on that day for the same amount and term.</p>
<b>Note 12</b>	Bank@Post is not available on two to sign accounts as card access is required for Bank@Post deposits.
<b>Note 13</b>	Mortgage Offset Accounts: Available on all variable home loan products except Basic Home Loan, Bridging or Construction loans. Not available on Fixed Rate home loans.
<b>Note 14</b>	This account does not pay interest.