

Bankwest

# Account Access

Conditions of Use

9 April 2018

bankwest



## Product Disclosure Statement

If you are opening a Bankwest-branded Investment and Transaction Account with us, or are applying for Bankwest Online Banking, Phone Banking, a Payment Device or a Bankwest Debit Card (including a Debit Mastercard) for use in connection with an Investment and Transaction Account that you already hold, these Terms and Conditions will form part of the Bank's Product Disclosure Statement (PDS) for the relevant product(s) and must be read together with the other components of that PDS.

You will also be given:

The Investment and Transaction Accounts Terms and Conditions, a Product Schedule, the Banking Services Rights and Obligations brochure, and the Your Guide to Banking Fees brochure.

You should read all of these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from our Customer Help Centre or Bankwest Stores or can be viewed on our website [bankwest.com.au](http://bankwest.com.au).

**Enquiries:** Customer Help Centre **13 17 19**



# Contents

<b>Part 1 – General Conditions of Use</b>	<b>3</b>
1.1 Definitions	3
1.2 ePayments Code	12
1.3 Code of Banking Practice	12
1.4 Acceptance	12
1.5 Statements	12
1.6 Fees and charges	13
1.7 Changes to these Conditions of Use	13
1.8 Electronic communications with you	14
1.9 Cancellation of access	15
1.10 Contact	16
1.11 Privacy	16
1.12 Severance	18
1.13 Your Security Setting	18
<b>Part 2 – Debit Cards Conditions of Use</b>	<b>19</b>
2.1 About these conditions	19
2.2 All cards remain our property	20
2.3 Additional cardholder	20
2.4 Use of the card	21
2.5 Types of transactions that can be made	21
2.6 Where the card and PIN can be used	21
2.7 Daily transaction limits	21
2.8 Depositing funds using the card and PIN	22
2.9 Transactions needing authorisation	23
2.10 Transactions at EFT terminals	23
2.11 Use of a card at merchants, financial institutions or our agents.	24
<b>Part 3 – Debit Mastercard Conditions of Use</b>	<b>24</b>
3.1 About these conditions	24
3.2 All Debit Mastercards remain our property	25
3.3 Additional cardholder	25
3.4 Use of the Debit Mastercard	26
3.5 Types of transactions that can be made	27
3.6 Where the Debit Mastercard and PIN can be used	27
3.7 Where the Debit Mastercard can be used without a PIN	28
3.7a Where the Debit Mastercard and Contactless payments can be used	28

3.7b	Where the Debit Mastercard can be used with a Mobile Wallet	29
3.8	Daily transaction limits	31
3.9	Depositing funds using the Debit Mastercard and PIN	31
3.10	Transactions needing authorisation	32
3.11	Transactions at EFT Terminals	32
3.12	Use of a Debit Mastercard at merchants, financial institutions or our agents	33
<b>Part 4 – Phone Banking and Bankwest Online Banking Conditions of Use</b>		<b>34</b>
4.1	About these conditions	34
4.2	What is Phone Banking?	34
4.3	What can you do using our Phone Banking services?	34
4.4	How to use our Phone Banking services	35
4.5	What is Bankwest Online Banking?	35
4.6	What can be done using our Bankwest Online Banking services?	35
4.7	How to use our Bankwest Online Banking service	36
4.8	Internet security and privacy	37
4.9	Access & Restrictions of access to services	37
4.10	Nominated accounts	38
4.11	BPAY payments	38
4.12	BPAY View	43
4.13	International Transfers	46
4.14	Limits	51
4.15	Other matters	51
4.16	Authorised Users	52
<b>Part 5 – Pay AnyBody Conditions of Use</b>		<b>53</b>
5.1	About these conditions	53
5.2	What is Pay AnyBody?	53
5.3	Daily Pay AnyBody payment limit	53
5.4	Making a Pay AnyBody payment	54
5.5	Postdated Pay AnyBody transfers	55
5.6	Cancelling a Pay AnyBody transfer	55
5.7	Processing Pay AnyBody transfers	55
5.8	Liability for unauthorised transactions and fraud	56
5.9	If we make the wrong payment	56
5.10	Mistakes as to the amount of a Pay AnyBody transfer	56

5.11 PayID and NPP Payments	57
5.12 Participation in PayID	57
5.13 Making NPP Payments	57
5.14 Receiving NPP Payments	58
5.15 Payment Errors	58
5.16 Mistakes as to the account to which a Pay AnyBody payment is made	58
<b>Part 6 – Regular Payments</b>	<b>63</b>
6.1 About this part	63
6.2 Maintain a record of any Regular Payment Arrangements	63
6.3 Changing Regular Payment Arrangements	64
<b>Part 7 – Security of Access Methods</b>	<b>64</b>
7.1 Guidelines	64
7.2 Reporting loss, theft or unauthorised use of a card, or security token, or breach of security of a secret code	68
<b>Part 8 – Liability For Unauthorised Transactions</b>	<b>69</b>
8.1 Application of this Part	69
8.2 Authorised transactions	69
8.3 When you are not liable for EFT transactions	70
8.4 When you are liable for EFT transactions	70
8.5 When your liability for EFT transactions is limited	72
8.6 What is your liability for other unauthorised transactions	73
8.7 When the electronic banking system or EFT terminal breaks down	73

<b>Part 9 – Liability for Mobile Wallet Transactions</b>	<b>74</b>
9.1 Application of this Part	74
9.2 Authorised transactions	74
9.3 When you are not liable for EFT Transactions made using a Mobile Wallet	74
<b>Part 10 – Payment Device Conditions of Use</b>	<b>75</b>
10.1 About these conditions	75
10.2 All Payment Devices remain our property	75
10.3 Additional cardholders	76
10.4 Use of the Payment Device	77
10.5 Types of transactions that can be made	77
10.6 Transactions needing authorisation	78
10.7 Transactions at EFT Terminals	78
10.8 Use of a Payment Device at merchants, financial institutions or our agents	79
10.9 Payment Devices	79
<b>Part 11 - Procedures For Handling Errors And Disputed Transactions</b>	<b>80</b>
11.1 How to contact us	80
11.2 Chargebacks	81
11.3 Our investigations	82
11.4 Outcome	83
11.5 If you are not satisfied with the result	83
11.6 If we fail to comply with these procedures	84

## About These Conditions Of Use

These Conditions of Use apply to your use of the following Bankwest Services if the Product Schedule for your nominated account states that the Service is available to you.

- Bankwest Online Banking\* – Parts 1, 4, 7, 8 and 11
- Phone Banking\* – Parts 1, 4, 7, 8 and 11
- PayAnyBody–Parts 1, 4, 5, 7, 8 and 11
- Payment Devices - Parts 1, 7, 8 and 11
- Bankwest Debit Cards (excluding Debit Mastercards) – Parts 1, 2, 7, 8 and 11
- Debit Mastercards – Parts 1, 3, 6, 7, 8, 9 and 11

Each of these Services provides you with access to Bankwest accounts which we agree you may nominate.

The Bank's credit card products are governed by separate conditions unique to those credit card products – the Credit Card Account Access Conditions of Use and the Credit Card Conditions of Use. Those conditions govern the use of the credit card to access the credit card account. However, where you have a credit card linked to a nominated cheque or savings account, the use of the credit card to access that account will be governed by these Account Access Conditions of Use and not by the Credit Card Account Access Conditions of Use.

Before you use any of the above Bankwest Services you should read these Conditions of Use carefully. They operate in addition to and should be read together with the Conditions of Use applying to your nominated accounts. If there is an inconsistency between these Conditions of Use and the Conditions of Use applying to your nominated account, these Conditions of Use prevail in respect of:

- EFT transactions,
- transactions effected with Debit Mastercard where a manual signature is the principal means of verifying the authority to give the instruction;
- transactions effected with Debit Mastercard with contactless payments; and
- transactions effected using a Payment Device to make payments.

\*Including the BPAY scheme



Mobile Wallets with which you can use a card may be provided by technology companies and other third parties under their own service conditions. Bankwest does not impose any additional fees and charges for registering and using a card with a Mobile Wallet provided by a third party. However, you will need to pay any third party fees and charges associated with downloading, registering and using the third party Mobile Wallet.

Bankwest is not liable for the use, functionality or availability of any third party Mobile Wallet or for any disruption to its availability whether through the failure of a telecommunications network or a contactless merchant terminal.

Usually, you will need to agree to the service conditions of the provider or a Mobile Wallet in order to register and use it with a card.

You should keep these Conditions of Use for future reference. Copies of the Conditions of Use are available on request from our Customer Help Centre, Bankwest Stores or on our website ([bankwest.com.au](http://bankwest.com.au)).

**Customer Enquiries – Please call 13 17 19**

**Where to report Lost or Stolen Cards, Payment Devices or Suspected Unauthorised Transactions (24 hours) Within Australia 13 17 19** (cost of a local call) **Outside Australia – +61 8 9486 4130** (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130.

**Please note:** we have no control over any charges applied by the local or international telephone company for contacting the operator).

# Part 1 - General Conditions of Use

## 1.1 - Definitions

The following expressions have the following meaning:

**Access method** means a method the use of which we authorise and accept as providing authority to us to act on an instruction given through electronic equipment.

A reference to an access method includes a reference to each of its individual components and includes, but is not limited to, a card, card details, a security token, a mobile device, a Mobile Wallet, a Biometric Identifier, a secret code, a Payment Device or any combination of these. It does not include a method where a manual signature is the principal means of verifying the authority to give the instruction.

**Account Holder (Online Business Banking)** means the legal owner of a Nominated Account.

**Additional cardholder** means a person who has been nominated by you and authorised by us to operate your nominated accounts alone.

**ADI** means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the Banking Act 1959 (Cth).

**ATM** means an automatic teller machine.

**Bankwest Store** means a Bankwest-branded store or branch.

**Biller** means an organisation who tells you that you can make bill payments to them through the BPAY® scheme.

**Biometric Identifier** means a unique biometric trait, including without limitation, a fingerprint, facial recognition, voice recognition, body feature recognition, which may be used to unlock a mobile device, change the setting on a mobile device or application for a Mobile Wallet, or initiate a transaction.

**BPAY Group Ltd** means BPAY Group Ltd ABN 60 003 311 644 (previously known as Cardlink Services Ltd) PO Box H124 Australia Square NSW 1215 Tel. (02) 96469222.

**BPAY payment** means a payment to a biller through the BPAY scheme (excluding Osko Payments and other NPP payments);

**BPAY Group Ltd** means BPAY Group Ltd ABN 69 079 137 518 (previously known as Cardlink Services Ltd) PO Box H124 Australia Square NSW 1215 Tel: (02) 9646 9222.

**BPAY Pty Ltd** means BPAY Pty Ltd ABN 69 079 137 518, GPO Box H124 Australia Square NSW 1215. Tel: (02) 9646 9222.

**BPAY scheme** means a service which allows you to (a) make BPAY payments electronically and receive or access bills electronically via BPAY View; and (b) make Osko Payments.

We have membership of the BPAY scheme. We will tell you if we cease to have membership of the BPAY scheme;

**BPAY View** means an electronic service offered as part of the BPAY scheme which allows you to view bills from a nominated biller electronically.

**Business day** means any weekday, including local public holidays in Australia, but excluding public holidays observed Australia wide.

**Card** means a Bankwest-branded card issued by us to enable you to access your nominated accounts, including:

- a Debit Mastercard (except in Part 2, where a reference to a card does not include a reference to a Debit Mastercard) with any embedded electronic microchip; and
- a credit card used to access a cheque or savings account (but excluding a credit card used to access a credit card account);

**Card details** means the information printed on a card and includes, but is not limited to, the card number and expiry date.

**Contactless payments** means authorising a transaction for \$100 or less by tapping your Debit Mastercard or Payment Device on a merchant

terminal. You do not have to sign or enter a PIN.

**Daily Payment Limit (Online Business Banking)**

means the aggregate amount of Payments that you may instruct us via Online Business Banking to make from your Nominated Accounts on any Business Day, which is currently \$50,000.00, or an amount we advise or agree with you.

**EFT system** means the shared system under which EFT transactions are processed.

**EFT terminal** means any terminal connected to the electronic banking system and authorised by us for use with an access method to conduct an EFT transaction, including ATMs and EFTPOS.

**EFT transaction** means an electronic funds transfer from or to a Bankwest-branded account with us initiated by a user through electronic equipment using an access method.

**EFTPOS** means an electronic funds transfer point of sale terminal.

**Electronic communication** means a message we transmit to you and you receive from us electronically, in a form that you can retain for later reference such as by printing or by storing for later display or listening; Electronic equipment includes, but is not limited to, a computer, television, telephone, mobile phone, mobile devices and an EFT terminal.

**Eligible Account (Online Business Banking)** means a Bankwest-branded account of a type that Bankwest determines from time to time is eligible to be accessed via Online Business Banking.

**Eligible Recipient Account** means an account:

- which is maintained by an ADI which is a subscriber to the ePayments Code;
- that belongs to an identifiable individual in whose name a facility has been established by the subscriber.

**ePayments Code** means the ePayments Code issued by ASIC.

**Error Payment** means an NPP Payment initiated by a User in circumstances where the ePayments Code does not apply and which, as a result of the User's

error, is directed to the wrong account. Error Payments are excluded from the procedure set out in 5.16 (“Mistakes as to the account to which a Pay Anybody payment is made”).

**First Time Payment** means the first NPP Payment to a payee who, at the time of that NPP Payment, is not on your list of saved recipients, and also includes all subsequent NPP Payments to that payee made within 48 hours after the first NPP Payment.

**Instruction (Online Business Banking)** means any request or instruction to Bankwest that is effected through Online Business Banking by use of a PAN and Secure Code.

**International transfer** means a payment to a beneficiary account at a bank overseas.

**Mastercard® scheme rules** means the credit card rules of Mastercard International Incorporated, which apply to all transactions effected with the Debit Mastercard or Payment Device (other than those made by selecting the Cheque or Savings key at an EFT Terminal).

**Merchant** means a supplier of goods or services.

**Misdirected Payment** means an NPP Payment erroneously directed to an incorrect account because the financial institution that registered the PayID has not correctly registered or maintained the correct information.

**Mistaken Internet Payment** means a payment initiated using the Pay Anybody service (including an NPP Payment) described in clause 5.2 from your account where funds are paid into an Eligible Recipient Account of an unintended recipient because a User enters or selects a BSB number and/or identifier, or PayID that does not belong to the named and/or intended recipient as a result of:

- the User’s error, or
- the User being advised of the wrong BSB number and/or identifier, or PayID.

This does not include payments made using BPAY.

**Mobile device** means a mobile phone, tablet device or other small screen device which can be used to access the Internet.

**Mobile Wallet** means an application, loaded onto a mobile device, on which one or more Bankwest Cards may be registered to make transactions using near field communication or similar technology.

**NFC** means near field communication.

**Nominated account** means a Bankwest-branded account with us, other than a credit card account, which you nominate and which we authorise you to:

- access to conduct EFT transactions; and/or
- access with a Debit Mastercard where a manual signature is the principal means of verifying the authority to give the instruction.

If there is more than one accountholder and/or more than one authorised signatory to the account, each accountholder and each signatory must be authorised to operate the nominated account alone.

**Nominated Account (Online Business Banking)** means an Eligible Account you operate with Bankwest that you nominate to be accessed, in order to transfer funds to or from it or obtain information about it, by using Online Business Banking. This includes, without limitation, an individual account, joint account, company account, trust account or a partnership account provided that if the account allows for more than one signatory to effect transactions in respect of it, the account operation method requires Instructions to be given by "any one" of a number of signatories or by "any two of them jointly".

**NPP** means the New Payment Platform.

**NPP Over Payment** means a correctly directed NPP Payment where the amount has been submitted for an amount greater than intended by the User or for an amount that exceeds the payment due.

**NPP Payment** means a Pay Anybody payment that is cleared and settled via the NPP (and includes Osko Payments).

**NPP Payment Repeated in Error** means a correctly directed NPP Payment which has been inadvertently made more than once by a User.

**NPP Procedures** means the procedures relating to

the NPP with which industry participants in the NPP (including Bankwest) must comply.

**Online Business Banking means** Bankwest's Online Business Banking Internet service, which allows you to conduct your business banking and transact online on your Nominated Accounts. It also includes such other electronic or computer-based banking services that Bankwest may add to the service from time to time. With the exception of international transfers, which are governed by these Account Access Conditions of Use and the Your Guide to Banking Fees Brochure, the Online Business Banking Product Disclosure Statement governs Bankwest Online Business Banking.

**Osko** means the Osko payment service provided by BPAY Pty Ltd.

**Osko Payment** means an NPP Payment made through Bankwest Online Banking using Osko. The following payments are not eligible to be Osko Payments:

- (a) international payments
- (b) phone banking payments
- (c) payments where the payee's financial institution is not a participant in Osko or the NPP
- (d) payments where the payee's account is not eligible to receive Osko Payments;
- (e) payments to a PayID where the payee has not registered a PayID with the payee's financial institution
- (f) payments outside any transaction limits applying to Osko Payments from time to time
- (g) (unless we tell you) future-dated transfers
- (h) (unless we tell you) scheduled payments (eg weekly or monthly payments)

**PAN** means a personal access number of up to ten characters allocated to a user by us to identify the user for the purposes of accessing Phone Banking and Bankwest Online Banking.

**PayID** means a smart address for NPP Payments (including Osko Payments), composed of a PayID Type linked to a nominated account.

**PayID Name** means the name we give you to identify and register you in the PayID Service.

**PayID Service** means the smart payment addressing service for sending and receiving NPP Payments (including Osko Payments).

**PayID Type** means a piece of recognisable and memorable information that can be linked to a financial account (including a nominated account) to create a PayID. PayID types include phone number, email address, Australian Business Numbers and other organisational identifications. We will let you know what PayID Type/s we will accept to link to an account.

**Payment (Online Business Banking)** means a transfer of value (including an internal transfer) from a Nominated Account to: other Nominated Accounts (provided that the payment does not involve a transfer between two credit card accounts), any other Bankwest-branded accounts (whether of the Account Holder or any other persons) or Non-Bankwest branded accounts (whether of the Account Holder or any other persons), except credit card accounts.

**Payment Device** means a NFC enabled payment accessory (other than a Mobile device or Card) including without limitation a ring, key fob or other device which is NFC enabled and which is provided to you and owned by us to make payments from your nominated account.

**PIN** means the personal identification number we allocate to a user for use with a card, or Payment Device, as changed by the user or us from time to time.

**Product Schedule** means the Product Schedule for the relevant Service or nominated account.

**Receiving ADI** means an ADI which is a subscriber to the ePayments Code and whose customer has received a payment which you have reported as being a Mistaken Internet Payment.

**Regular Payment Agreement** means a recurring payment or an instalment payment between you and a merchant in which you pre-authorise the merchant to bill your card account at intervals agreed by you.



**Secret code** means individually and collectively a user's PIN, token code, secure code, token PIN, answers to your Secret Questions, SMS Code and code to unlock a mobile device, change settings on a mobile device or initiate an EFT Transaction on a mobile device.

**Secret Questions** means security questions pre-arranged with us that may be asked when you wish to perform certain transactions or use certain functions in Bankwest Online Banking. The correct answers must be provided before the transactions can be made or the functions used.

**Secret Questions Security** means the Security Setting where, when requested, you must correctly answer the Secret Questions, in addition to your existing secure code to authenticate you as a user.

**Secure code** means the access method required by users, along with a PAN, to access Phone Banking or Bankwest Online Banking. For Phone Banking the secure code is a four digit number. For Bankwest Online Banking the secure code is an alphanumeric code of 8-16 characters and in the form required by us as described in Bankwest Online Banking from time to time or, for those users with a security token, a ten digit code which is a combination of the token PIN and token code.

**Secured Online Shopping** means the method by which purchases that are made on the Internet, using your card with merchants that take part in the 'Mastercard SecureCode' or 'Verified by VISA' security system, are authenticated by requiring users to enter a SMS Code.

**Security Setting** means, your security setting for certain Secured Online Shopping transactions using your card, SMS Code Security and for certain transactions in Bankwest Online Banking, SMS Code Security and/or Secret Questions Security, as applicable.

**Security token** means, if we have provided one to a user, the physical device which generates a token code.

**Service** is Bankwest's Online Banking\*, Phone

Banking\*, Pay AnyBody, Payment Device or Debit Card (including a Debit Mastercard), as relevant.

**SMS Code** means a randomly generated 6 digit code we send by short messaging service (SMS) to your mobile phone for conducting certain Secured Online Shopping transactions using your card (not including a card referred to in Part 2) or to perform certain transactions or use certain functions in Bankwest Online Banking.

**SMS Code Security** means the Security Setting where, when requested, you must correctly enter your current SMS Code, in addition to any existing secure code to authenticate you as a user.

**Token code** means a random six digit code generated by a security token. The security of a token code is breached if the security token is lost, stolen or allowed to be seen by a person other than the user.

**Token PIN** means the four digit code which is chosen by users who have been provided with a security token.

**Unauthorised** means without the knowledge or consent of a user.

**User** means you and any additional cardholder (if relevant), and any other person authorised by you and us to operate a nominated account alone (i.e. an authorised signatory).

**WST** means Western Australian standard time.

**We, us, the Bank or Bankwest** means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning.

**You** means the holder of the nominated account and each of you if there is more than one account holder. Any other grammatical form of the word 'you' has a corresponding meaning. For the purposes of complying with the requirements for the SMS Code Security and the Secret Questions Security, where relevant, "you" also includes any user.

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

## 1.2 ePayments Code

We warrant that we will comply with the requirements of the ePayments Code, where those requirements apply to your dealings with us.

## 1.3 Code of Banking Practice

The Code of Banking Practice applies to the Services. General descriptive information about our banking services is available on request in the form of a booklet issued by us called Banking Services Rights and Obligations. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, bank cheques, and on the advisability of you reading the terms and conditions applying to our banking services and of informing us promptly when you are in financial difficulty.

## 1.4 Acceptance

The first use of an access method (or the first use of the Debit Mastercard where a manual signature is given to verify the authority to give the instruction) after receiving these Conditions of Use will constitute your agreement to the Conditions of Use in respect of the Service which is accessed.

## 1.5 Statements

Statements of account for nominated accounts will be sent as frequently as required by the terms and conditions applying to the nominated account, by law or as you have requested.

In any event, statements of account for nominated accounts will be sent at least every six months, if there has been a transaction during that period.

You may also request a statement at any time.

You should check all entries on statements for nominated accounts and tell us promptly of any error or possible unauthorised transaction.

Statements of account may be sent electronically, in accordance with clause 1.8. For paper statements, a Paper Statement Fee may apply.

## 1.6 Fees and charges

For fees and charges applicable to the issue or use of an access method, refer to the relevant Product Schedule(s) or contact our Customer Help Centre.

We will debit your nominated accounts with any fees and charges incurred in the issue or use of an access method and with all duties, taxes and charges which governments may impose on us or you due to electronic transactions on your nominated accounts or to the provision of any of the Services. These government duties may include state debit tax.

You are responsible for any fees or charges imposed by a telecommunications provider/carrier for accessing Phone Banking or Bankwest Online Banking, including call costs and costs for accessing the internet where you access Bankwest Online Banking using a mobile device, whether Bankwest Online Banking is accessed from Australia or overseas. You should refer to your telecommunications provider/carrier for full details about the fees and charges associated with accessing and downloading information from the internet.

## 1.7 Changes to these Conditions of Use

### **Changes by us**

We can change any of these Conditions of Use at any time. Circumstances where we may make changes to the terms and conditions include, but are not limited to, those where there are:

- changes to the cost of providing the account or services to you;
- changes in legal or other regulatory requirements affecting us;
- changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may end your use of a Service or contact us to close the account.

We will give you at least 20 days (or such longer period required by law) written notice of a change which:

- imposes or increases charges relating solely to the

use of an access method or the issue of an additional or replacement access method;

- increases your liability for losses relating to EFT transactions; or
- imposes, removes or adjusts a daily or other periodic transaction limit applying to the use of an access method, a nominated account or electronic equipment.

Subject to any applicable legislation, we shall notify you of other changes no later than the day that the change takes effect.

We may notify you of changes by:

- the electronic means described in clause 1.8;
- a notice on or with your nominated account statement;
- publishing a press advertisement; or
- notices on EFT terminals or in our Bankwest Stores.

Where an immediate change is necessary to restore or maintain the security of the EFT System or a nominated account, we may make a change necessary for that purpose without giving you advance notice.

### **Changes in your personal details**

You must inform us immediately of any change in your name or address including changes to your nominated mobile phone number or other electronic address. You can do this at any of our Bankwest Stores or by telephoning our Customer Help Centre.

## **1.8 Electronic communications with you**

Where you have given us an email address, mobile phone number or other electronic address for contacting you, you agree that we may satisfy any requirement under these Conditions of Use or under any law or applicable code of conduct to provide users with information by any of the following means:

- (a) electronic communication to your nominated electronic address;
- (b) making the information available on our website after first notifying you by:

- SMS message to a mobile phone number you have given us for contacting you;
  - by electronic communication to any other electronic address you have given us for contacting you, or
  - push notification from the Bankwest App that the information is available for retrieval by you;
- (c) a SMS text message to a mobile number you have given us for contacting you; or
- (d) such other means as we agree with you.

You may at any time by notice to us elect not to receive information by electronic communication or change your electronic address.

Should we provide you with information by an electronic method outlined in this clause, the information will be deemed to have been provided to you when the electronic communication enters the first information system outside Bankwest (e.g. your or your internet services provider's information system).

## 1.9 Cancellation of access

- (a) We may withdraw or deny access to a Service (including NPP Payments) or cancel electronic access to your nominated account at any time without prior notice, in certain circumstances, including (but not limited to):
- suspected fraudulent use;
  - to comply with anti-money laundering and
  - counter terrorism financing laws;
  - unsatisfactory account operation; or
  - non-compliance with these Conditions of Use.
- (b) We may suspend or limit electronic access to your nominated account at any time without notice if;
- you have not complied with the requirements for your Security Setting; or
  - we consider a security issue has arisen which requires further investigation.
- (c) You may end your use of a Service or cancel a user's electronic access to your nominated account at any time by calling our Customer Help Centre, or by writing to the Bankwest Store where

your accounts are kept.

- (d) Notwithstanding clause 1.9 (a), (b) or (c), we may cancel your use of a Service at any time on providing reasonable notice to you.

When electronic access to your nominated account has been cancelled by you or us, you must (if relevant):

- halt the use of any card, Payment Device or security token;
- ensure that all cards are returned to us cut in half diagonally or otherwise satisfy us that they have been destroyed; and
- ensure that any security token is returned to us undamaged.

The Bank has an obligation under the Code of Banking Practice to act fairly and reasonably towards you in a consistent and ethical manner.

## 1.10 Contact

You can contact us by:

- phoning our Customer Help Centre. We may ask you to confirm information in writing to the Bankwest Store which holds your accounts; or
- writing to us at GPO Box E237, Perth, Western Australia, 6841; or
- sending a message to us using the secured e-mail facility available within Bankwest Online Banking.

We may write to you at an address currently recorded on our system, or in accordance with clause 1.8.

## 1.11 Privacy

- (a) We may collect personal information about you or a user (including any mobile device of you or a user to which a card has been loaded using a Mobile Wallet) for the purposes of providing our products and services and may use and disclose that information in accordance with our Privacy Policy.
- (b) We may disclose personal and transactional information (including information about any mobile device of you or a user to which a card has been loaded using a Mobile Wallet) to others in order to execute instructions given to us (including use of the NPP and / or the BPAY scheme) or in

order to investigate a Mistaken Internet Payment, including:

- (i) any party nominated to receive a payment;
  - (ii) BPAY Pty Ltd and any agent or service provider appointed to it from time to time, including BPay Group Ltd who provides the electronic systems to implement parts of the BPAY scheme;
  - (iii) any party we may use in sending SMS Code to you;
  - (iv) agents and contractors we may use in providing any of our Services; and
  - (v) a Receiving ADI or unintended recipient in relation to a Mistaken Internet Payment.
- (c) Users may have access to the personal information we hold about them at any time by asking us.
- (d) You can request access to information held by BPAY Pty Ltd or its agent BPay Group Ltd using the contact details supplied in clause 1.1.
- (e) You agree and consent to any use and disclosure of your personal information for the above purposes, even if the disclosure is to an organisation overseas and that organisation is not subject to the same privacy obligations that apply to us. You acknowledge that:
- (i) in most cases, you will, upon request, be able to access and correct any personal information we hold about you subject to the payment of any fee we may charge; and
  - (ii) in the absence of your consent to the use and disclosure of your personal information for the above purposes, we cannot act on your payment instructions (including instructions in respect of BPAY payments, NPP Payments and Osko Payments).
- (f) You agree that, if you supply us with personal information about another individual (for example about a User or information which identifies a person to whom a payment or Direct Debit is directed), you will advise that individual of the content of this clause and tell him or her that:
- We have been provided with and are holding



personal information about that person and that he or she can contact us at any of our Bankwest Stores;

- The personal information collected about that person will be used for the purposes set out above in this clause and that, without that information, these purposes could not be fulfilled;
- The personal information collected about that person will usually be disclosed in the manner set out above in this clause; and
- That person has the right to access and correct the personal information we hold about him or her.

For more details of how we handle your personal information, please refer to our Privacy Policy, available from our website ([bankwest.com.au](http://bankwest.com.au)) or by telephoning us.

## 1.12 Severance

If any part or provision of the Conditions of Use is or becomes void or unenforceable under any applicable statute in any State or Territory then as to that State or Territory that part or provision will be removed from the Conditions of Use. Removal of any part or provision will not affect the remaining provisions in that State or Territory or affect the validity or enforceability of that part or provision in any other State or Territory.

## 1.13 Your Security Setting

Your Security Setting provides additional security where you wish to register and manage a PayID and engage in transactions that we consider can carry a higher risk. It assists in protecting your transactions in such circumstances.

Unless exempted by us in accordance with these Conditions of Use, all users must be registered for SMS Code Security when required by us. All users must notify us of their current mobile phone number and inform us of any change in their mobile phone number by contacting us in accordance with clause 1.10.

If you are registered for SMS Code Security, you need to ensure your mobile phone will be able to receive SMS Code.

Unless exempted by us in accordance with these Conditions of Use, all users of Bankwest Online Banking must be registered for SMS Code Security and Secret Questions Security when required by us. We will notify you once you are registered with a Security Setting.

If you have difficulty receiving SMS Code from time to time (e.g. you are going overseas), contact us to apply for an exemption and we may change your Security Setting for an appropriate period approved by us. Any change we make to your SMS Code Security will apply to you conducting Secured Online Shopping transactions using your card and also transactions in Bankwest Online Banking.

If you have an exemption from SMS Code Security for any period of time, your ability to make payments to third parties in Bankwest Online Banking may be limited.

We may suspend your SMS Code Security if we have reason to believe that your online security is at risk, e.g. you entered the wrong SMS Code more than once. If we do, your access to Bankwest Online Banking for any functions normally requiring a SMS Code to be entered including payments to third parties may be suspended or limited and will not apply until we reactivate it. Call the Customer Help Centre.

## **Part 2 - Debit Cards Conditions of Use**

### **2.1 About these conditions**

Part 2 (together with Parts 1, 7, 8 and 11) of these Conditions of Use applies to all transactions involving the use of a card (other than a Debit Mastercard) and PIN at EFT terminals to access your nominated accounts.

All references in this Part to "nominated account" are taken to include a reference to "Nominated Account".

## 2.2 All cards remain our property

All cards remain our property at all times.

You agree to return all cards to us:

- on request by us;
- when you close your nominated account; or
- when electronic access to your nominated account has been cancelled in accordance with clause 1.9.

## 2.3 Additional cardholder

If your nominated account permits, you may request us in writing to issue a card and PIN to an additional cardholder.

The relevant provisions of these Conditions of Use apply to the additional cardholder's use of the card and PIN to access your nominated account.

You are responsible for informing the additional cardholder how to use the card and PIN. We suggest that you provide the additional cardholder with a copy of these Conditions of Use.

You and not the additional cardholder will be liable for all transactions made by the additional cardholder on your nominated account using the card until the additional cardholder's authority is cancelled.

An additional cardholder's authority is cancelled only when:

- we have received your request to cancel that person's card; and
- that card has been returned to us for cancellation, or we are satisfied, acting reasonably, either that the card has been destroyed or that you have taken all reasonable steps to procure its return to us.

It is your responsibility to ensure that the additional cardholder's card is returned to us.

You consent to the additional cardholder having access, in respect of nominated accounts, to information about the account balance, payments, purchases and cash advances.

## 2.4 Use of the card

The card is valid only for the period (if any) indicated on it. The card must be signed as soon as it is received.

The card must be destroyed by cutting it in half diagonally when it has expired or otherwise ceased to be valid.

## 2.5 Types of transactions that can be made

The following transactions can be performed by using the card and PIN to access a nominated account:

- withdrawals;
- purchases;
- transfers;
- deposits;
- obtain the balance on a nominated account;
- request a statement; and
- request a cheque book.

Not all types of transactions apply to all nominated accounts. It may not be possible to use all EFT terminals to carry out applicable transactions on nominated accounts.

For further information call our Customer Help Centre.

## 2.6 Where the card and PIN can be used

Users can use the card and PIN:

- at any ATM or EFTPOS in Australia;
- at selected agents; or
- over the counter at Bankwest Stores.

## 2.7 Daily transaction limits

### 1. (a) At ATMs

The minimum amount users can withdraw each day from Bankwest-branded ATMs is \$20 or \$50 (depending on the ATM). A maximum daily transaction limit also applies. Users will be advised of this limit when their card is issued. The minimum

and maximum cash withdrawal limits applying to non-Bankwest-branded ATMs may vary.

2. (b) Over the counter

Users can withdraw cash from nominated accounts at any of our Bankwest Stores up to the available balance plus any agreed credit limit.

3. (c) Our agents and EFTPOS terminals

The maximum aggregate amount that can be withdrawn daily from our agents that provide withdrawal services and when making purchases from EFTPOS merchants using a card and PIN is the maximum daily transaction limit.

Merchants, our agents, non-Bankwest-branded outlets, and other financial institutions may have additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 2.8 Depositing funds using the card and PIN

You can deposit funds to your nominated account at our Bankwest Stores, selected agents and at any Bankwest-branded ATMs with deposit capability. There are limits on the amount of cash you can deposit at our agents. If a cheque is deposited to the account, the amount of the cheque will be credited on the business day it is received by us but it will not be available to you until it is cleared.

All deposits made at Bankwest-branded ATMs are checked by us. If the amount appearing on the transaction record differs from the amount actually received by us, we will credit your nominated account with the amount actually received and notify you as soon as possible.

You must not include coins in payment envelopes at Bankwest-branded ATMs. We accept responsibility for the security of deposits received at Bankwest-branded ATMs subject to checking of the amount deposited. The amount checked by us is evidence of the amount actually received unless the contrary is established.

There is no facility for payments to be made to nominated accounts using the card and PIN whilst

overseas. If you wish to make automatic payments or payments in advance contact any of our Bankwest Stores or our Customer Help Centre.

## 2.9 Transactions needing authorisation

Transactions on nominated accounts may need to be authorised by us. We may decline to authorise a transaction if:

- you are behind in making payments to a nominated account;
- the credit limit on a nominated account would be exceeded;
- there are insufficient funds in a cheque or savings nominated account; or
- there is good reason to do so (including security reasons).

## 2.10 Transactions at EFT terminals

When a user makes an EFT transaction at an EFT terminal using the card and PIN you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions. All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to nominated accounts on the day they are made. Processing may take a number of days. We will process transactions to your nominated accounts as soon as practicable after receipt.

Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account via EFT terminal, becomes our property when we present the cheque or other document for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain all rights against the drawer and any endorser of any dishonoured cheque.

**You should observe the guidelines set out in Part 7 of these Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.**

## **2.11 Use of a card at merchants, financial institutions or our agents.**

To the extent permitted by law and the ePayments Code we do not accept responsibility for the actions of a merchant, financial institution or our agent who:

- refuses to honour a card; or
- imposes limits or conditions on use of a card.

Card promotional material and material promoting EFTPOS displayed on premises of merchants, financial institutions and our agents is not a warranty by us that card and EFTPOS facilities are available or that goods and services may be purchased using the card. Unless required by law we will not be liable for goods or services supplied using a card. Users must take up any complaints or concerns directly with the merchant and any refund is a matter between the user and the merchant.

We have no control over and take no responsibility for the hours a merchant, financial institution or our agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or agent.

## **Part 3 - Debit Mastercard Conditions of Use**

### **3.1 About these conditions**

Part 3 (together with Parts 1, 7, 8, 9 and 11) of these Conditions of Use applies to all transactions involving the use of:

- the Debit Mastercard and PIN at EFT terminals;
- the Debit Mastercard, where a manual signature is the principal means of verifying the authority to give the instruction;
- the Debit Mastercard and contactless payments at

- merchant terminals; or
- the Debit Mastercard card details or inserting card into EFT terminals only; or
- the Debit Mastercard using a Mobile Wallet whether or not involving the use of a Biometric Identifier; to access your nominated account.

The Debit Mastercard cannot be used to access more than one nominated account.

All references in this Part to "nominated account" are taken to include a reference to "Nominated Account".

### 3.2 All Debit Mastercards remain our property

All Debit Mastercards remain our property at all times. You agree to return a Debit Mastercard to us:

- on request by us;
- when you close your nominated account; or
- when electronic access to your nominated account has been cancelled in accordance with clause 1.9.

### 3.3 Additional cardholder

If your nominated account permits, you may request us in writing to issue a Debit Mastercard and PIN to an additional cardholder. Each Debit Mastercard issued in relation to the nominated account will have a unique card number. The relevant provisions of these Conditions of Use apply to the additional cardholder's use of the Debit Mastercard and PIN to access your nominated account.

You are responsible for informing the additional cardholder how to use the Debit Mastercard and PIN. We suggest that you provide the additional cardholder with a copy of these Conditions of Use. A copy of these Conditions of Use can be obtained from our website ([bankwest.com.au](http://bankwest.com.au)).

You and not the additional cardholder will be liable for all transactions made by the additional cardholder on your nominated account using the Debit Mastercard until the additional cardholder's authority is cancelled.

An additional cardholder's authority is cancelled only when:



- we have received your request to cancel that person's Debit Mastercard; and
- that Debit Mastercard has been returned to us for cancellation,

or we are satisfied, acting reasonably, either that the Debit Mastercard has been destroyed or that you have taken all reasonable steps to procure its return to us.

It is your responsibility to ensure that the additional cardholder's Debit Mastercard is returned to us.

You consent to the additional cardholder having access, in respect of nominated accounts, to information about the account balance, payments, purchases and cash advances.

### 3.4 Use of the Debit Mastercard

In order to use a Debit Mastercard, you (or, if your account is in more than one name, each of you) and each other user will need to activate a Debit Mastercard upon receipt by phoning us on the number we give you for that purpose, by logging on to Bankwest Online Banking or by following any instructions we may give you.

The Debit Mastercard is valid only for the period (if any) indicated on it. The Debit Mastercard must be signed as soon as it is received.

The Debit Mastercard must be destroyed by cutting it in half diagonally and through the card details and any electronic microchip when it has expired or otherwise ceased to be valid.

If a Debit Mastercard is used outside Australia, all charges, purchases and/or cash advances in foreign currency are converted, from foreign currency to Australian currency by Mastercard International Incorporated at a wholesale exchange rate selected by Mastercard International Incorporated on the processing date, which rate may differ from the rate applicable to the date the transaction occurred and that applicable to the date the transaction was posted. For all transactions occurring outside Australia (whether effected in foreign or Australian dollars) we will charge the Foreign Transaction Fee described in the Product Schedule.

## 3.5 Types of transactions that can be made

The following transactions can be performed by using the Debit Mastercard and PIN to access a nominated account:

- withdrawals;
- purchases;
- transfers;
- deposits;
- obtain the balance on a nominated account;
- request a statement; and
- request a cheque book.

Purchases can also be performed by using the Debit Mastercard in an imprinter and signing a transaction voucher, or by giving the card details by mail order, telephone or online. Purchases of \$100 and less can also be performed by using the Debit Mastercard and contactless payments at merchant terminals.

Not all types of transactions apply to all nominated accounts. It may not be possible to use all EFT terminals to carry out applicable transactions on nominated accounts.

For further information call our Customer Help Centre.

## 3.6 Where the Debit Mastercard and PIN can be used

Users can use the Debit Mastercard and PIN:

- at any ATM or EFTPOS in Australia;
- at selected agents; or
- over the counter at Bankwest Stores,

by selecting the Credit, Cheque or Savings key on the keyboard. If the Cheque or Savings key is selected, our Electronic Withdrawal Fee may apply. Refer to the relevant Product Schedule or contact our Customer Help Centre for details of this fee.

Users can also use the Debit Mastercard and PIN at any ATM overseas which displays the Mastercard symbol, only by selecting the Credit key on the keyboard. Users may be able to use the Debit Mastercard and Contactless payments at an

overseas merchant terminal in some cases for transactions equivalent to AUD\$100 or less.

### 3.7 Where the Debit Mastercard can be used without a PIN

Users can use the Debit Mastercard without a PIN:

- in Australia, depending on the Card;
- over the counter at financial institutions and merchants; and
- overseas which display the Mastercard symbol.

If a merchant accepts payment with your Debit Mastercard by mail order, telephone or online, users may authorise payment in the manner required by the merchant by providing the card details to the merchant.

Where you are registered with SMS Code Security, you must enter your current SMS Code when requested for conducting certain Secured Online Shopping transactions using the Debit Mastercard.

#### 3.7a Where the Debit Mastercard and Contactless payments can be used

Users with the Debit Mastercard with the EMVCo Contactless Indicator on the front of the card can perform contactless payments transaction.

To make a purchase of \$100 or less using contactless, 'tap' your Debit Mastercard on the merchant terminal and wait for the transaction confirmation. You should make sure the correct transaction details are displayed on the merchant terminal and you should not generally need to hand your card over to the merchant, sign or enter a PIN to complete the transaction.

You can also use your Debit Mastercard with contactless payments anywhere EMVCo Contactless Indicator is displayed. You can still enter a PIN at EFT terminals or provide a signature in some cases depending on your Card, even if your card is enabled with contactless payments.

## 3.7b Where the Debit Mastercard can be used with a Mobile Wallet

A Debit Mastercard may be used with a Mobile Wallet we approve for use from time to time to make contactless payments to retailers and payments within Mobile Wallet applications.

If the dollar value of a transaction initiated using a Mobile Wallet exceeds the contactless payment threshold we set from time to time, a user may need to enter the PIN associated with the Debit Mastercard, to initiate the transaction. For some mobile devices, carrier-specific software settings may override Mobile Wallet settings so that the user may need to unlock the mobile device before the contactless terminal will allow the user to initiate a transaction.

Usually, a user must have selected the relevant Mobile Wallet as the default 'tap and pay' application on a mobile device's settings to transact using the Mobile Wallet and a user must have the Debit Mastercard selected as the default card within the Mobile Wallet in order to use the Debit Mastercard when making a transaction. If a Mobile Wallet is the default 'tap and pay' application on the user's mobile device settings, the user may only be able to pay using that Mobile Wallet application despite another 'tap and pay' application being open at the time the user taps the user's mobile device at the contactless terminal.

A Mobile Wallet may not work when a mobile device is not within range of a cellular or wireless internet connection and if the mobile device has not been connected to cellular or wireless internet for an extended period of time, there may be a delay before mobile device is reconnected.

### **How to add or remove a Debit Mastercard loaded to a Mobile Wallet:**

Before we can allow a Debit Mastercard to be added to a Mobile Wallet:

- we must verify the user's identity; and
- the Debit Mastercard must not be closed, reported lost or stolen or its balance written off.

A Debit Mastercard Card of an additional cardholder

cannot be deleted or cancelled in a Mobile Wallet, however, you may suspend or cancel an additional cardholder's Debit Mastercard by contacting Bankwest at anytime on 13 17 19.

It may be possible to make transactions using a Mobile Wallet after deleting or uninstalling the Mobile Wallet application on a mobile device. If a user no longer wishes to use a Debit Mastercard with a Mobile Wallet, the Debit Mastercard should be removed from the Mobile Wallet prior to deleting or uninstalling it on the mobile device. Other ways to ensure that a Debit Mastercard cannot be used with the Mobile Wallet include:

- removing the account the user has with the technology company who issued the Mobile Wallet and to which the Debit Mastercard was added in the relevant Mobile Wallet;
- undertaking a factory reset of the mobile device; and
- erasing the mobile device on the device manager program for the mobile device.

A Debit Mastercard may also be removed from a Mobile Wallet where the mobile device has not connected to Mobile Wallet issuer's servers for at least 90 days.

We will not be liable for any loss caused by your fraud or use of a Mobile Wallet or mobile device in a manner not permitted by the issuer of the Mobile Wallet or manufacturer of the mobile device. We will also not be liable for any loss arising from reduced service levels that are outside our reasonable control.

### **When Bankwest may suspend or terminate a Bankwest Card on a Mobile Wallet**

Bankwest may suspend or terminate a Debit Mastercard registered with a Mobile Wallet if:

- you ask us to suspend or cancel the card;
- a user breaches these terms;
- we, or the issuer of the Mobile Wallet, reasonably suspect fraud or if we are required to do so under anti-money laundering and counter-terrorism financing legislation;
- the issuer of the Mobile Wallet suspends or terminates the Mobile Wallet; or

- we reasonably exercise our discretion to do so, as noted in these Account Access Conditions of Use or the terms and conditions specific to the account.

We will also suspend or terminate the Debit Mastercard when we receive your instructions to do so.

## 3.8 Daily transaction limits

### (a) At ATMs

The minimum amount users can withdraw each day from Bankwest-branded ATMs is \$20 or \$50 (depending on the ATM).

A maximum daily transaction limit also applies. Users will be advised of this limit when their Debit Mastercard is issued.

The minimum and maximum cash withdrawal limits applying to non-Bankwest-branded ATMs may vary.

### (b) Over the counter

Users can withdraw cash from nominated accounts at any of our Bankwest Stores up to the available balance plus any agreed credit limit.

### (c) Our agents and EFTPOS terminals

The maximum aggregate amount that can be withdrawn daily from our agents that provide withdrawal services and when making purchases from EFTPOS merchants using a Debit Mastercard and PIN is the maximum daily transaction limit.

Merchants, our agents, non-Bankwest-branded outlets, and other financial institutions may have additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 3.9 Depositing funds using the Debit Mastercard and PIN

You can deposit funds to your nominated account at our Bankwest Stores, selected agents and at any Bankwest-branded ATMs with deposit capability. There are limits on the amount of cash you can deposit at our agents. If a cheque is deposited to the account, the amount of the cheque will be credited on the business day it is received by us but it will not

be available to you until it is cleared.

All deposits made at Bankwest-branded ATMs are checked by us. If the amount appearing on the transaction record differs from the amount actually received by us, we will credit your nominated account with the amount actually received and notify you as soon as possible.

You must not include coins in payment envelopes at Bankwest-branded ATMs. We accept responsibility for the security of deposits received at Bankwest-branded ATMs subject to checking of the amount deposited. The amount checked by us is evidence of the amount actually received unless the contrary is established.

There is no facility for payments to be made to nominated accounts using the Debit Mastercard and PIN whilst overseas. If you wish to make automatic payments or payments in advance contact any of our Bankwest Stores or our Customer Help Centre.

### 3.10 Transactions needing authorisation

Transactions on nominated accounts may need to be authorised by us. We may decline to authorise a transaction if:

- you are behind in making payments to a nominated account;
- the credit limit on a nominated account would be exceeded;
- there are insufficient funds in a cheque or savings nominated account; or
- there is good reason to do so (including security reasons).

If you, or the merchant, do not proceed with a transaction after it has been authorised by us your available balance may be reduced for at least seven business days.

### 3.11 Transactions at EFT Terminals

When a user makes an EFT transaction at an EFT terminal using the Debit Mastercard and PIN or Debit

\* Including the BPAY scheme

Mastercard and contactless payment you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions. All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to nominated accounts on the day they are made. Processing may take a number of days. We will process transactions to your nominated accounts as soon as practicable after receipt.

You should observe the guidelines set out in Part 7 of these Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.

### 3.12 Use of a Debit Mastercard at merchants, financial institutions or our agents

To the extent permitted by law and the ePayments Code we do not accept responsibility for the actions of a merchant, financial institution or our agent who:

- refuses to honour a Debit Mastercard; or
- imposes limits or conditions on use of a Debit Mastercard.

Debit Mastercard promotional material and material promoting EFTPOS or Mastercard displayed on premises of merchants, financial institutions and our agents is not a warranty by us that EFTPOS or Mastercard facilities are available or that goods and services may be purchased using the Debit Mastercard.

Unless required by law we will not be liable for goods or services supplied using a Debit Mastercard. Users must take up any complaints or concerns directly with the merchant and any refund is a matter between the user and the merchant. If a refund is obtained from an overseas merchant, there may be a difference in the Australian dollar values due to movements in the foreign exchange rates. You take the risk of currency fluctuations between the date of purchase and the date of refund.



We have no control over and take no responsibility for the hours a merchant, financial institution or our agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or agent.

If you provide a merchant with your card details:

- (a) to enable the merchant to complete a transaction in the future (e.g. authorises a hotel for room service or use of the mini-bar); or
- (b) to pay for goods and services in advance even if you later decide not to take the goods or use the services;

You authorise the merchant to complete the transaction.

## **Part 4 - Phone Banking and Bankwest Online Banking Conditions of Use**

### **4.1 About these conditions**

Part 4 (together with Parts 1, 7, 8 and 11) of these Conditions of Use applies to all transactions involving the use of Phone Banking\* and Bankwest Online Banking\* to access your nominated accounts.

### **4.2 What is Phone Banking?**

Phone Banking is a service provided by us which enables a user to make enquiries and effect transactions on nominated accounts using a PAN and secure code and tone telephone or mobile phone.

Users must not use an analogue mobile phone as the tone message may be scanned and the PAN and secure code may be disclosed.

### **4.3 What can you do using our Phone Banking services?**

Users can:

- obtain the balance of a nominated account;
- transfer funds between nominated accounts;
- make bill payments and receive or access bills electronically through the BPAY scheme (excluding

Osko Payments);

- postdate funds transfers and bill payments up to 90 days in advance;
- make payments to a nominated credit card account;
- enquire on transactions on a nominated account;
- order a statement on a nominated account;
- order a cheque book;
- order a statement of interest for taxation purposes; and
- change a secure code.

#### 4.4 How to use our Phone Banking services

To be able to use Phone Banking a user must have received a PAN and secure code from us.

We will advise the PAN and secure code separately.

To use Phone Banking users must:

- (a) phone Phone Banking on for the cost of a local call Australia wide; calls from mobile phones and calls made from overseas are charged at the applicable rate;
- (b) enter their PAN using the telephone key pad;
- (c) enter their secure code using the telephone keypad; and
- (d) follow the instructions given.

#### 4.5 What is Bankwest Online Banking?

Bankwest Online Banking is a service provided by us which enables a user to make enquiries and effect transactions over the Internet on nominated accounts using a PAN and secure code on a computer or mobile device with Internet Access and approved Internet browser software.

#### 4.6 What can be done using our Bankwest Online Banking services?

Users can:

- obtain the balance of a nominated account;
- transfer funds between nominated accounts;

- make bill payments and receive or access bills electronically through the BPAY scheme;
- make payments using Pay AnyBody;
- register and manage a PayID;
- enquire on transactions on a nominated account;
- perform a range of administrative functions; and
- (for some products), make international transfers in overseas currency.

We provide a version of Bankwest Online Banking that has been customised for mobile devices. Not all of the functions set out in this clause 4.6 will be available when accessing Bankwest Online Banking using a mobile device and other functions may operate with a reduced level of functionality.

## 4.7 How to use our Bankwest Online Banking service

To access Bankwest Online Banking, a user must have a PAN and a secure code. The PAN will be provided separately from any secure code or security token we provide, and upon their receipt, users should visit our website ([bankwest.com.au](http://bankwest.com.au)) to get further information and to log on to Bankwest Online Banking.

Users without a security token logging on to Bankwest Online Banking for the first time or any other time we require will be required to change their issued secure code to an alphanumeric code of 8 –16 characters and in the form required by us as described in Bankwest Online Banking from time to time. Users with security token logging on for the first time will be required to choose a token PIN.

Where you are registered with SMS Code Security, you must enter your current SMS Code when requested for conducting certain transactions in Bankwest Online Banking.

Where you are registered with Secret Questions Security, you must correctly answer Secret Questions when requested to perform certain transactions or use certain functions in Bankwest Online Banking.

However, SMS Code Security and Secret Questions Security are not available when you conduct transactions or perform functions in Bankwest Online Banking through the version of Bankwest

Online Banking that has been specially customised for mobile devices referred to in clause 4.6.

## 4.8 Internet security and privacy

Users of Bankwest Online Banking should take all reasonable steps to protect the security of their computer hardware and software. For instance, users should ensure their computer is free of viruses and should not leave their computer unattended while logged on to Bankwest Online Banking.

These steps will not determine your liability for unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 8 of these Conditions of Use and the ePayments Code.

## 4.9 Access & Restrictions of access to services

Access to our Phone Banking and/or Bankwest Online Banking services may not be available from some States, Territories or Western Australia country telephone exchanges or, for Bankwest Online Banking, from overseas. You should refer to your telecommunications provider/carrier for information about whether a mobile device will be able to use the relevant overseas network and access Bankwest Online Banking overseas.

You may not be able to access Bankwest Online Banking from all computers or mobile devices due to hardware or software restrictions, connection limitations, the capacity of your internet service provider, availability of a connection via your telecommunications provider/carrier or for other reasons outside our control.

We will try (without any legal obligation) to provide our Phone Banking and Bankwest Online Banking services on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the quality of telephone lines, the type of telephone or telephone exchange.

If our Phone Banking and/or our Bankwest Online Banking service cannot be accessed at any time,

please advise our Customer Help Centre to enable us to investigate the reason.

Should Phone Banking or Bankwest Online Banking not be available users should ensure they have adequate contingency plans in place to effect transactions and obtain account information.

Subject to clause 8.7, we are not responsible for:

- the inability of any computer or mobile device to access or use Bankwest Online Banking. You are responsible for compatibility of any computer or mobile device with Bankwest Online Banking;
- the unavailability of Bankwest Online Banking
- as a result of the failure of any telecommunication connection used in connection with a computer or mobile device; or
- any loss or damage to any computer or mobile device as a result of the use or attempted use of Bankwest Online Banking.

Transactions (except BPAY, Pay Anybody and international transfers) which are made on a business day up to 6.00pm WST should be processed that day. Transactions (except BPAY, Pay Anybody and international transfers) which you make on a non-business day or after 6.00pm WST on a business day should be processed on the next business day. However, payments to credit card accounts will not be available until the day after the next business day.

## 4.10 Nominated accounts

You may nominate a maximum of 12 accounts per PAN (including passbook accounts) as nominated accounts.

You must be authorised to operate each nominated account alone (i.e. own account, or joint account which you are authorised to operate alone).

## 4.11 BPAY payments

This clause does not apply to NPP Payments (including Osko Payments).

- (a) If there is any inconsistency between the provisions of clause 4.11 and the Account Access Conditions of Use, clause 4.11 prevails to the extent of that inconsistency.

- (b) All bill payments that are made through our Phone Banking and Bankwest Online Banking services are processed through the BPAY scheme. Bills which may be paid through the scheme display the BPAY logo and Biller Reference details. The bill will also record the type of accounts the biller will accept payment from (e.g. cheque, savings, or credit card).
- (c) When you tell us to make a BPAY payment, you must give us the information specified in paragraph (e) below. We will then debit your nominated account with the amount of that BPAY payment.
- (d) The initial maximum aggregate amount of BPAY payments that you may instruct us to make on any business day is \$5,000. Higher limits may be arranged online after registering for SMS Code Security or Secret Questions Security.

Higher limits may also be arranged by calling the Customer Help Centre. Approval is subject to our sole discretion.

Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 4.6.

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the "payments and transfers" menu, then selecting "payment limits" or by calling our Customer Help Centre on **13 17 19**.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

- (e) The following information must be given to us to make a BPAY payment:
  - (i) the biller code;
  - (ii) the biller customer reference number;
  - (iii) the amount to pay;
  - (iv) a date if the payment is to be postdated; and
  - (v) the nominated account to be debited for the payment.
- (f) We shall not be obliged to effect a BPAY instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in

the account to be debited, or the BPAY payment will cause you to exceed your daily BPAY payment limit.

- (g) If there is any inconsistency between the Conditions of Use applying to the nominated account to be debited and these BPAY Conditions of Use, the BPAY Conditions of Use will apply to the extent of that inconsistency.
- (h) Except for postdated payments (clause 4.11(n)) we will not accept an order to stop a BPAY payment once we have been instructed to make the BPAY payment.
- (i) Our payment cut-off time for a BPAY payment is 4.00pm WST.
- (j) Generally, a BPAY payment will be treated as received by the biller to whom it is directed:
  - on the date we are told to make that BPAY payment, if we receive the instruction before our payment cutoff time on a business day; or
  - on the next business day, if we receive the instruction after our payment cut-off time on a business day, or on a non-business day.
- (k) A delay may occur in processing a BPAY payment where:
  - there is a public or bank holiday on the day after we are told to make a BPAY payment; or
  - a biller, or another financial institution participating in the BPAY scheme, does not comply with its obligations under the BPAY scheme.

While it is expected that any such delay will not continue for more than one business day, it may continue for a longer period.

- (l) Users must be careful to tell us the correct amount to be paid to a biller. If the amount we were instructed to pay was greater than the amount you intended to pay, you must contact the biller to obtain a refund of the excess. If the amount we were instructed to pay was less than the amount needed to be paid, another BPAY payment should be made for the difference between the amount actually paid to a biller and the amount needed to be paid.

- (m) If we are advised that a BPAY payment cannot be processed by a biller, we will:
- (i) advise you of this;
  - (ii) credit your account with the amount of the BPAY payment; and
  - (iii) take all reasonable steps to assist in making the BPAY payment as quickly as possible.
- (n) Postdated BPAY payments
- (i) A BPAY payment may be requested for a date in the future, however, we will only make the BPAY payment if sufficient cleared funds are available in the nominated account from which the BPAY payment is to be made by 11:30pm WST on the business day prior to the scheduled BPAY payment date and the BPAY payment will not cause you to exceed your daily BPAY payment limit on the date stipulated for the payment to be made. If the date stipulated is not a business day, we will make the BPAY payment on the next business day. In the event that there are insufficient cleared funds or your daily BPAY limit is exceeded, it will be necessary to re-submit the BPAY payment instruction.
  - (ii) A future-dated BPAY payment instruction may be altered or cancelled before its stipulated date for payment provided the instruction to alter or cancel the payment is given before the payment cut-off time the business day immediately prior to the stipulated date.
- (o) We may charge a fee to correct errors on your nominated accounts due to incorrect BPAY instructions.
- (p) 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.
- (q) You should check your nominated accounts carefully and promptly report to us, as soon as you become aware of them, any BPAY payments that you think are errors or are BPAY payments that you did not authorise. (Note: The longer the delay



between the date of your BPAY payment and when you tell us of the error, the more difficult it may be to correct the error.

For example, we or your biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.)

(r) Your liability for unauthorised and fraudulent BPAY payments will be determined in accordance with Part 8.

(s) Liability for mistaken payments

If a BPAY payment is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you are responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 business days of us attempting to do so, you must pay us that amount.

(t) Biller consent

If you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

(u) Consequential damage and indemnity

Subject to Part 8 of the Conditions of Use and the ePayments Code:

(i) we are not liable for any consequential loss or damage you may suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence, or in

relation to any breach of a condition or warranty implied by law under consumer protection legislation in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and

- (ii) 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; or
  - acted negligently or fraudulently in connection with;
  - these BPAY Conditions of Use.

## 4.12 BPAY View

- (a) You may use BPAY View to receive or access bills electronically from participating billers nominated by you. You can access a bill by accessing Bankwest Online Banking.
- (b) You need to register in order to use BPAY View. Call us on to find out how to register, or register online via Bankwest Online Banking.
- (c) If you register with BPAY View, you:
- (i) agree to our disclosing to billers nominated by you:
    - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
    - that an event in paragraph (d) (ii), (iii), (iv), (v) or (vi) has occurred;
  - (ii) agree to us or a biller (as appropriate) collecting data about whether you access your emails, the Bankwest Online Banking website and any link to a bill or statement;
  - (iii) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of this

clause we are the agent for each Biller nominated by you under (i) above.

- (d) You may receive paper bills and statements from a biller instead of electronic bills and statements:
- (i) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - (ii) if you or a biller de-register from BPAY View;
  - (iii) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - (iv) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - (v) if we are aware that you are unable to access your email or Bankwest Online Banking or a link to a bill or statement for any reason; or
  - (vi) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller.
- (e) You agree that when using BPAY View:
- (i) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and at the email address nominated by you;
  - (ii) if you receive notification via Bankwest Online Banking without an email then that bill or statement is received by you:
    - when a notification is posted on Bankwest Online Banking, whether or not you choose to access Bankwest Online Banking; and
    - via Bankwest Online Banking;
  - (iii) bills and statements delivered to you remain accessible through Bankwest Online Banking for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;

(iv) you will contact the biller directly if you have any queries in relation to bills or statements.

(f) You must:

(i) check your emails or log onto Bankwest Online Banking at least weekly;

(ii) tell us if your contact details (including email address) change;

(iii) tell us if you are unable to access your email or log onto Bankwest Online Banking or a link to a bill or statement for any reason; and

(iv) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

(g) BPAY View billing errors

(i) For the purposes of this paragraph (g) a BPAY View billing error means any of the following:

If you have successfully registered with BPAY View:

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- giving a bill to the wrong person;
- giving a bill with incorrect details;

If your BPAY View deregistration has failed for any reason:

- giving you a bill if you have unsuccessfully attempted to de-register from BPAY View.

(ii) You agree that if a billing error occurs:

- you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

(h) You agree that for the purposes of this paragraph you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## 4.13 International Transfers

If there is any inconsistency between the provisions of clause 4.13 and the remainder of the Account Access Conditions of Use, clause 4.13 prevails to the extent of that inconsistency.

When you tell us to make an international transfer, you:

- (i) must give us the information specified in this clause 4.13 or that we otherwise request;
- (ii) confirm that all details you have provided in connection with the transfer are true and correct; and
- (iii) authorise us to debit the account that the payment is being made from with the total payment and the fees and charges specified in these terms and conditions.

For Bankwest Online Banking, the initial maximum aggregate amount of international transfers you may instruct us to make on any business day is zero. Higher limits may be arranged online after registering for SMS Code Security or Secret Questions Security. Higher limits may also be arranged by calling the Customer Help Centre. Approval is subject to our sole discretion. Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 4.6. Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the “payments and transfers” menu, then selecting “payment limits” or by calling our Customer Help Centre on **13 17 19**. Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

For Online Business Banking, the Daily Payment Limit applies. You can instruct us to make multiple International transfers on any business day up to

your Daily Payment Limit. However, the initial monetary limit for each International transfer Instruction you can ask us to make on any business day is the equivalent of \$100,000.00 AUD, unless your Daily Payment Limit is lower than \$100,000.00 AUD, in which case that lower limit will apply. Each International transfer will incur a fee. Different limits may apply for Online Business Banking transactions requested using devices referred to in clause 3.1. of the Bankwest Online Business Banking Product Disclosure Statement. To arrange a different Daily Payment Limit or for more information, please contact the Business Customer Support Team on 13 7000.

In the absence of any arrangements between you and Bankwest, you can only give an Instruction for an international transfer up to the available balance of your selected nominated account. The aggregation of any available balances of other nominated accounts is not possible in determining the available balance for the selected nominated account. If an international transfer made in accordance with an Instruction overdraws a nominated account you must immediately repay the amount overdrawn.

The following information must be given to us to make an international transfer and foreign exchange transaction:

- (i) The destination country for your payment;
- (ii) The account details of the account that you want to make the payment from – BSB, account number;
- (iii) The account details of the account that you want to make the payment to – recipient's full name, residential address, BSB/sort code/ABA or routing number/bank or branch code, swift code/BIC code, account number;
- (iv) For international transfers – currency and amount, reason for transfer and statement messages.

We shall not be obliged to effect a payment instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in the

account to be debited, there is a technical failure which prevents us from processing the international transfer, a hold has been placed on the account from which the international transfer is to be sourced, the payment will cause you to exceed your daily international transfer payment limit, or in the case of Online Business Banking, a qualified Master User has not authorised the international transfer.

Once an international transfer Instruction has been given, it may not be possible to recall the international transfer or prevent it from being made. If you want to amend or recall a payment you have requested, please contact Customer Help Centre or the Business Customer Support Team. However, if we have already processed your payment request, the payment cannot be recalled unless the law of the destination country permits this and the beneficiary first authorises their financial institution to facilitate the recall.

Bankwest will accept the return of your payment if the payment is refused for any reason. A returned payment will be credited to the account to which the payment was originally debited (unless you instruct Bankwest to credit another Bankwest account you hold that is in the same currency of the originally debited account). If a returned payment requires a currency conversion, Bankwest will convert the returned payment to the currency of the originally debited account using Bankwest's applicable foreign exchange rate on the day the returned payment is credited to your account.

Please note Bankwest fees and beneficiary Bank fees will apply to make amendments, send a trace or to recall a payment whether or not we are able to amend, trace, recall, prevent or recover the international transfer.

To the extent permitted by law, we will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from:

- (i) delays in Bankwest or any other institution making the payment;

- (ii) any act or omission of any other institution;
- (iii) Bankwest acting on these instructions; or
- (iv) any losses or damage as a result of a returned payment.

Bankwest's maximum liability to you in relation to an International transfer, including for any negligent act or omission of Bankwest, is the Australian dollar amount of the international transfer. In calculating the Australian dollar amount, we will use our currency conversion rates which we applied on the date on which we processed your international transfer instruction.

We may use other financial institutions to make the payment to the beneficiary. We may receive a commission from the other institutions.

We will complete a currency conversion prior to sending your payment in overseas currency. The receiving beneficiary financial institution and any intermediary institution, may also complete a currency conversion. The conversion of the funds to a local or other currency at their country of destination is subject to the banking systems of the countries or other institutions through which the payment is made and is therefore beyond our control. Where the beneficiary account overseas is held in Australian currency, you agree that the beneficiary financial institution may re-convert to AUD at the prevailing currency exchange rate at the time of receipt. If that happens, the beneficiary may receive less than the amount that you requested us originally to send.

The time taken for a payment to reach the beneficiary account depends on the banking systems of the countries or other institutions through which the payment is made and it depends on the provision of correct and complete beneficiary information. A payment sent overseas to a major financial centre or to a destination in North America, the United Kingdom or Western Europe will normally be received by the beneficiary within one week. Other overseas destinations may take much longer, and this timing is beyond our control.

Other institutions (including intermediary banks and



the beneficiary's bank) may charge a fee for handling the international transfer or for making the payment to the beneficiary. If other institutions charge a fee, they will deduct their fee from the payment (so the beneficiary will receive a lesser amount than your original request to us to remit). The amount of any fees imposed by other institutions is beyond our control and subject to the rates set by those other institutions (which may vary between countries).

The payment will be made to the beneficiary account number you provide in Bankwest Online Banking or Online Business Banking. The receiving institution may not check that the beneficiary's name you provide matches the beneficiary account number you provide.

It is therefore essential that you check that the beneficiary account number you provide is correct and is in the correct format. Neither Bankwest nor any other institution is liable for any loss resulting from errors in the beneficiary account number you provide or the beneficiary account number being provided in the incorrect format. You acknowledge that overseas financial institutions may not have the same protocols as Australian financial institutions for resolving mistaken payments, meaning that if you make a mistake in putting account details, there is a higher risk that the mistaken payment may not be recovered.

If beneficiary details are provided in an incorrect format, this may cause an overseas financial institution to credit the international transfer to an account you do not intend.

We may delay, block, freeze or refuse to make a payment where we have reasonable grounds to believe that making the payment may breach Australian law or the law of any other country. You will provide any additional information we reasonably require to comply with Australian law or the law of any other country. In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:

- (i) complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations; and
- (ii) fighting crime and terrorism, including

disclosure to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred overseas to countries that are not subject to privacy obligations equivalent to those which apply within Australia. You agree to the processing and transfer of your personal information in this way and confirm you are authorised to instruct us to process and transfer personal information relating to any other individuals that you provide.

To the extent permitted by relevant legislation you agree to keep Bankwest indemnified against any claims that may be made against Bankwest by reason of us having acted on your instruction to make an International transfer.

#### 4.14 Limits

At our discretion we may impose and/or vary minimum and/or maximum limits on the amounts which you may transfer from your nominated accounts using our Phone Banking and/or Bankwest Online Banking services. Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the “payments and transfers” menu, then selecting “payment limits” or by calling our Customer Help Centre on 13 17 19.

#### 4.15 Other matters

We shall issue a receipt number for each funds transfer or BPAY payment instruction received via Phone Banking or Bankwest Online Banking. When we have instructions for more than one transfer or BPAY payment from a nominated account we may determine the order of priority in which the transfers or payments are made. In making any such determination, we will act reasonably. You must ensure that your account from which a transfer or BPAY payment is to be made has sufficient available funds to enable the transaction to be performed by us. If a funds transfer or BPAY payment is scheduled for a future stipulated date, it will only be effected on that

date by us if sufficient cleared funds are available in your nominated account by 11.30pm WST on the business day prior to the scheduled transfer date and the funds transfer or BPAY payment will not cause you to exceed any limit we impose in accordance with clause 4.12 or your daily BPAY payment limit, as relevant.

We do not guarantee to give effect to any payment instruction received via Phone Banking or Bankwest Online Banking. We may delay and/or refuse to give effect to any Phone Banking or Bankwest Online Banking instruction without notifying you.

Circumstances where instructions will not be processed include:

- when the Conditions of Use of the nominated account prohibit the payment(s);
- when the nominated account has insufficient available funds to cover the intended payment(s);
- when the BPAY payment will cause you to exceed your daily BPAY payment limit; or
- when the NPP Payment would cause you to exceed any transaction limit applying to NPP Payments.

## 4.16 Authorised Users

If you (whether an individual, company, partnership or unincorporated association) have authorised a signatory to operate a nominated account, that signatory may, if you request it and we agree, have Phone Banking and/or Bankwest Online Banking access to that nominated account with that person's own PAN and secure code.

The relevant provisions of these Conditions of Use apply to the authorised user's access to the nominated account and you will be liable for all transactions made by the authorised user until that user's authority is cancelled.

# Part 5 – Pay AnyBody

## Conditions of Use

### 5.1 About these conditions

Part 5 (together with Parts 1, 4, 7, 8 and 11) of these Conditions of Use applies to all transactions involving the use of the Bankwest Online Banking Pay AnyBody Service (Pay AnyBody). The Pay AnyBody Conditions of Use operate in conjunction with the Conditions of Use applicable to Bankwest Online Banking (see Part 4 above) and to your nominated accounts accessed using these services. The Pay AnyBody Conditions of Use prevail to the extent of any inconsistency.

### 5.2 What is Pay AnyBody?

Pay AnyBody is a service available via Bankwest Online Banking which allows a user to transfer funds from a nominated Bankwest-branded account to:

- (a) another person's account held with us; or
- (b) another person's account or another account held by you with another financial institution (except non- Bankwest-branded credit card accounts),

by either:

- (i) using the BSB number, account number and account name for the other person's account; or
- (ii) (when we advise you of the availability of this functionality), making an NPP Payment either through using:
  - a. the PayID of the other person; or
  - b. the other person's BSB number, account number and account name.

### 5.3 Daily Pay AnyBody payment limit

The initial maximum aggregate amount of Pay AnyBody payments that you may instruct us to make on any business day is \$1,500. Higher limits may be arranged online after registering for SMS Code Security or Secret Questions Security.

Higher limits may also be arranged by calling the Customer Help Centre. Approval is subject to our sole

discretion.

Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 4.6. Different limits also apply to NPP Payments.

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the “payments and transfers” menu, then selecting “payment limits” or by calling our Customer Help Centre on 13 17 19.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

## 5.4 Making a Pay AnyBody payment

The following information must be given to us to make a Pay AnyBody transfer:

(i) in respect of the account to which the funds are to be transferred:

Either

- - the BSB number;
- - the account number; and
- - the account name;

Or

- (when we advise you of the availability of this functionality), the recipient’s PayID, and

(ii) a description of the transaction (except for NPP Payments).

We shall not be obliged to effect a Pay AnyBody transfer if the information is incomplete and/or inaccurate, there is a technical failure which prevents us from processing the transfer, there are insufficient cleared funds in the account from which the debit is to be made, or the transfer will cause you to exceed your daily Pay AnyBody payment limit or any limits applying to NPP Payments.

Where a User makes an NPP Payment using a credit or debit card, no “chargeback” rights will be available in relation to the NPP Payment..

## 5.5 Postdated Pay AnyBody transfers

This clause applies to all Pay Anybody transfers except NPP Payments.

- (a) A Pay AnyBody transfer may be requested for a date up to 90 days into the future, however, we will only make the Pay AnyBody transfer if sufficient cleared funds are available in the nominated account from which the transfer is to be made by 11.30pm WST on the business day prior to the scheduled Pay AnyBody transfer date and the transfer will not cause you to exceed your daily Pay AnyBody payment limit on the date stipulated for the transfer to be made. If the date stipulated is not a business day, we will make the Pay AnyBody transfer on the next business day.
- (b) A future-dated Pay AnyBody transfer may be altered or cancelled before its stipulated date provided the instruction to alter or cancel the transfer is given before 11.30pm WST on the business day immediately prior to the stipulated date.

## 5.6 Cancelling a Pay AnyBody transfer

An NPP Payment cannot be cancelled once it has been processed. For non-NPP Payments, it may be possible in some cases to cancel an initiated Pay Anybody transfer. However, we are not obliged to cancel a Pay AnyBody transfer once we have accepted the instruction to make it. If we cancel a Pay Anybody transfer, a fee may be payable for any such cancellation.

## 5.7 Processing Pay AnyBody transfers

Other than paragraph (c), this clause applies to all Pay Anybody transfers except NPP Payments.

- (a) Our payment cut-off time for a Pay AnyBody transfer to be effected to another Bankwest-branded account on the same day is 3.00pm WST.
- (b) Generally, a Pay AnyBody transfer will be treated as received by another financial institution or in relation to a non-Bankwest-branded account:
  - on the date we are told to make that Pay AnyBody transfer, if we receive the instruction before 3.00pm WST on a business day; or
  - on the next business day, if we receive the

instructions after 3.00pm WST on a business day, or on a non-business day.

(c) A delay may occur in processing a Pay AnyBody transfer where:

- we need to verify that the transaction is an authorised transaction;
- there is a public holiday on the day or the day we are told to make a Pay AnyBody transfer;
- another financial institution participating in the Pay AnyBody transfer scheme does not comply with its obligations under that scheme; or
- the transfer is a First Time Payment.

(d) If we are advised that a Pay AnyBody transfer cannot be processed by another financial institution, we will:

- advise you of this;
- credit your account with the amount of the Pay AnyBody transfer; and
- take all reasonable steps to assist in making the Pay AnyBody transfer as quickly as possible.

## 5.8 Liability for unauthorised transactions and fraud

Your liability for unauthorised and fraudulent transactions will be determined in accordance with Part 7.

## 5.9 If we make the wrong payment

If a Pay AnyBody transfer is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us, and your account was debited for the amount of that payment, we will credit that amount to your account.

## 5.10 Mistakes as to the amount of a Pay AnyBody transfer

Users must be careful to tell us the correct amount to be transferred. If the amount we were instructed to transfer was greater than the amount intended you must contact the other person or their financial institution to obtain a refund of the excess. If the amount we were instructed to transfer was less than

the amount needed to be paid another Pay AnyBody transfer should be made for the difference between the amount actually paid and the amount intended to be paid ; or

- the transfer is a First Time Payment

## 5.11 PayID and NPP Payments

PayID is an NPP Payment addressing service that enables a payer to make an NPP Payment to a payee using an alternative identifier instead of a BSB and account number.

## 5.12 Participation in PayID

Participation in the PayID service is optional and Bankwest will not register a PayID for you without your consent. You consent to participation in the PayID service when you complete the PayID registration process. We will provide you with the terms and conditions applying to participation in the PayID service during the PayID registration process. After we advise you of the availability of the PayID registration process, you can register a PayID via Bankwest Online Banking (either through the Bankwest website or via the mobile banking app). We may require you to use a single-use code (or similar) that we send to you for the purpose of registering a PayID.

## 5.13 Making NPP Payments

After we advise you of the availability of each of these functions, a User may use Bankwest Online Banking to make an NPP Payment to:

- (a) a payee's PayID; or
- (b) a payee's BSB and account number, provided that:
- (c) we and the payee's financial institution support the particular NPP Payment service;
- (d) the payee's account is eligible to receive the particular NPP Payment;
- (e) the NPP Payment would not exceed any transaction limits applying to NPP Payments; and
- (f) (for an NPP Payment to a PayID), the PayID is not locked.



A User must check that a payee's PayID name that is displayed matches the person the User intends to pay. If it does not match the intended payee's name, then the User must contact the intended payee to confirm that all details are correct before proceeding to make the NPP Payment.

We may restrict the ability of a User to make an NPP Payment (whether to a PayID or to a BSB and account number) to a particular version or channel of Bankwest Online Banking - such as via the mobile app version of that facility.

## 5.14 Receiving NPP Payments

Before you can receive an NPP Payment to your PayID, you must register your PayID.

## 5.15 Payment errors

We will ensure that your PayID and nominated details are accurately recorded in the PayID service.

Where we and the sending financial institution determine that an NPP Payment made to your nominated account is either a mistaken internet payment (made by the sender of the NPP Payment) or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your nominated account an amount equal to that payment. We will notify you if this occurs.

## 5.16 Mistakes as to the account to which a Pay AnyBody payment is made

- (a) Under the ePayments Code and the rules governing NPP Payments, there are certain processes regarding Mistaken Internet Payments that we and many other ADIs have adopted. They do not apply to:
  - (i) transactions (including Error Payments) where the Pay Anybody service used is a service designed primarily for use by a business and established primarily for business purposes; or
  - (ii) NPP Over Payments, NPP Payments Repeated in Error or Misdirected Payments. If those errors have occurred, please contact the Bank

as soon as possible.

These processes (which we agree to follow) are set out below. We will not otherwise have liability to you for Mistaken Internet Payments under this clause.

(b) Overview

- (i) You must report a Mistaken Internet Payment as soon as possible. For how to report a Mistaken Internet Payment, see clause 5.16(c).
- (ii) We will acknowledge each report you make and investigate whether a Mistaken Internet Payment has been made.
- (iii) If the relevant payment has been made to a Bankwest or CBA-branded Eligible Recipient Account, but we don't agree that it was a Mistaken Internet Payment, we may (but are not obliged to) ask the consent of the recipient to return the funds to you. If consent is given, we will return the funds to you as soon as practicable.
- (iv) If a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account held with us, we will return to you any funds we retrieve from the recipient. The process setting out how we retrieve Mistaken Internet Payments from the unintended recipient is set out in sub clause 5.16(d).
- (v) If a Mistaken Internet Payment has been made to an Eligible Recipient Account held with another ADI, we will return to you any funds the Receiving ADI provides to us as soon as practicable. The process setting out how we retrieve Mistaken Internet Payments from a Recipient ADI is set out below in sub-clause 5.16(e).
- (vi) Generally, we will return funds to you by crediting the account from which the Mistaken Internet Payment was made. If you no longer have an account with us, or if it is not practicable to credit returned funds to that account, we will return funds to you by some other means.

(vii) You may not retrieve the full value of your payment if:

- we or the Receiving ADI do not think that a Mistaken Internet Payment has occurred (including because the payment you made was not to an Eligible Recipient Account); or
- we or the Receiving ADI do not retrieve the full value of a Mistaken Internet Payment from the unintended recipient.

(viii) In any case, we will inform you of the outcome of your report of a Mistaken Internet Payment within 30 business days of you making it.

(ix) If you are not satisfied with how your report has been handled (by us or the Receiving ADI) or the outcome of your report, you can lodge a complaint with us. See clause 9 regarding how to lodge a complaint and how we will handle that complaint.

(c) You may report a Mistaken Internet Payment by:

- telephoning our Customer Help Centre on **13 17 19**;
- If you are overseas, telephoning us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator);
- logging on to our website ([bankwest.com.au](http://bankwest.com.au)) and following the procedures it sets out for reporting a Mistaken Internet Payment;
- calling into any of our Bankwest Stores; or
- writing to us at the address shown on the nominated account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

In order for us to investigate the payment, you

must complete a Mistaken Internet Payment form and you should do so promptly. This form can be obtained from any Bankwest Store, our website or by telephoning our Customer Help Centre on 13 17 19. We will contact you if we require further information, and you must supply this information within 10 business days.

- (d) This sub clause 5.16(d) applies if we have determined that a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account.
- (i) Despite paragraphs 5.16(d)(iii) and (iv) below, if the recipient is receiving income support payments from Centrelink, we will recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
- (ii) If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, we will use reasonable endeavours to retrieve the funds from the recipient for return to you.
- (iii) If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:
- If you have reported the Mistaken Internet Payment within 10 business days after the payment is made, we will return the funds to you. We will do this within 5 business days of determining that the payment is a Mistaken Internet Payment if practicable, although we may reasonably delay the payment up to a maximum of 10 business days.
  - If you have reported the Mistaken Internet Payment between 10 business days and 7 months after the payment is made, we will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, we will return the funds to you within 2 business days after the expiry of that period.
  - If you have reported the Mistaken Internet

Payment more than 7 months after the payment is made and the recipient's account has sufficient credit funds, we will ask the recipient if they agree to the return of the funds to you. If they agree, we will return the funds to you as soon as practicable.

- (e) If we have determined that a Mistaken Internet Payment has been made to an Eligible Recipient Account that is not a Bankwest or CBA-branded account, we will follow the ePayments Code process to attempt to retrieve your funds. This process is set out below.
- (i) We will send the Receiving ADI a request for the return of the funds. The Receiving ADI is required to acknowledge this request within 5 business days and let us know whether there are sufficient credit funds in the recipient's account to cover the payment.
  - (ii) Despite paragraphs 5.16(e)(iii)–(v) below, if the recipient is receiving income support payments from Centrelink, the Receiving ADI must recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
  - (iii) If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, and the Receiving ADI agrees that a Mistaken Internet Payment has been made, the Receiving ADI must use reasonable endeavours to retrieve the funds from the recipient for return to you.
  - (iv) If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:
    - If you have reported the Mistaken Internet Payment within 10 business days after the payment is made and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI is required to return the funds to us within 5 business days of receiving

our request if practicable, although the Receiving ADI may reasonably delay the payment up to a maximum of 10 business days.

- If you have reported the Mistaken Internet Payment between 10 business days and 7 months after the payment is made, the Receiving ADI has 10 business days to investigate whether the payment is a Mistaken Internet Payment. If the Receiving ADI agrees that a Mistaken Internet Payment has occurred, it will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, the Receiving ADI must return the funds to us within 2 business days after the expiry of that period.
- If you have reported the Mistaken Internet Payment more than 7 months after the payment is made, and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI must ask the recipient if they agree to the return of the funds.
  - (v) If the Receiving ADI doesn't agree that a Mistaken Internet Payment has occurred, it may (but is not obliged to) ask the consent of the recipient to return the funds.
  - (vi) If the recipient agrees to the return of the funds, the Receiving ADI must return the funds to us.

## **Part 6 - Regular Payments**

### **6.1 About this part**

This section provides you with information about Regular Payment Arrangements.

### **6.2 Maintain a record of any Regular Payment Arrangements**

Cardholders are encouraged to maintain a record of any Regular Payment Arrangement they elect to enter into with a merchant.

## 6.3 Changing Regular Payment Arrangements

To either change or cancel a Regular Payment Arrangement, you should contact the merchant at least 15 days prior to the next scheduled payment and if possible, you should retain a copy of the change/ cancellation request made to the merchant. Should your card number change, you must request the merchant change the details of the existing Regular Payment Arrangement to ensure it continues. If you fail to make this request, your Regular Payment Arrangement either may not be honoured by us, or the merchant may stop providing the goods and/or services.

Should you elect to close your Card account, or we close your Card account, you should contact the merchant to revise your Regular Payment Arrangement as the merchant may stop providing the goods and/or services.

## Part 7 - Security of Access Methods

Users must protect relevant access methods to prevent unauthorised access to nominated accounts. Users must take care to ensure that access methods are not misused, lost or stolen and that secret codes do not become known to anyone else.

### 7.1 Guidelines

This clause contains guidelines which should be followed by users to guard against unauthorised use of an access method. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from any unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 8 of these Conditions of Use and the ePayments Code.

Never log-in to Bankwest Online Banking from a hyperlink contained in an email, SMS, or other form of electronic communication (such as social media), or from a third party website.

### **To protect the card**

- Sign the card as soon as it is received.
- Carry the card whenever possible.
- Always keep the card in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Never lend the card to anybody, or permit any other person to use the card or the card details.
- When the transaction is complete remember to take the card and transaction receipt.

### **To protect the card details**

- Do not give or tell the card details to anyone.
- Use care to prevent anyone seeing the card details when entering them into electronic equipment.

### **To protect the secret code**

- Where the secret code is issued by us, memorise the secret code when it is received. Once memorised, destroy our notice of the secret code. If a user forgets the secret code, they may apply to us for it to be reissued.
- If given the option to select a secret code, users should not select a secret code which represents a name, date, telephone number, car registration or anything else that could be associated with them, or which has an easily retrievable combination (such as repeated numbers of letters).
- Never tell or show a secret code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- Do not record a secret code on the card and/or security token.
- Do not record the secret code on anything which is kept with or near the card or security token without making a reasonable attempt to disguise the secret code.
- Do not record the secret code on a computer or telephone or related articles without making a reasonable attempt to disguise the secret code or prevent unauthorised access to the record.
- Do not keep different access methods together,
- for example in a bag or wallet, in a car or in the same piece of furniture.



- Do not keep a record of a secret code with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Be ready to make the transaction when at electronic equipment.
- Be careful to prevent anyone else from seeing the secret code being entered at electronic equipment.
- Watch out for mirrors, security cameras or any means which enable other people to see the secret code being entered.
- Do not access Phone Banking or the Bankwest Online Banking website directly from a facility where the details you enter may be recorded by a third party, e.g. from a hotel telephone or a computer at an internet cafe.
- If a user suspects that someone else may know a secret code or that an unauthorised person is using a secret code, they should contact us immediately to request the issue of a new secret code.

**We do not consider the following to be reasonable attempts to disguise a secret code:**

- Recording the disguised secret code on the card or security token.
- Reversing the sequence of the secret code.
- Describing the disguised record as a secret code record.
- Disguising the secret code as a telephone number where no other numbers are recorded.
- Disguising the secret code as a telephone number, postcode, amount or date with the secret code in its correct sequence within the number.
- Disguising the secret code using alphabetical characters i.e. A=1, B=2, C=3, or disguising the secret code in any other easily understood code.
- Recording the secret code as a series of numbers or letters with any of them marked to indicate the secret code.
- You must not use any other forms of disguise which are similarly unsuitable because another person can easily work out the secret code.

### **To protect the security token:**

- Carry the security token whenever possible.
- Always keep the security token in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Do not record account numbers, PANs or secret code details on the security token.
- Do not drop the security token or expose it to high heat, water or attempt to disassemble it.
- Do not keep the security token with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Do not lend the security token to anyone, or permit anyone to use the security token.

### **To protect the security of a mobile device and Mobile Wallet:**

- where a mobile device can be accessed by a Biometric Identifier, the user should ensure only the user's Biometric Identifier is registered on the mobile device;
- where the mobile device is accessible by a secret code, the secret code must be kept secure by the user. It must not be disclosed to anyone else (even a family member), a record of the secret code must not be kept with the mobile device, or with or in anything with which the mobile device is stored unless reasonable steps have been taken to protect it;
- any secret code selected must not be easy to guess or decipher, such as a user's date of birth or other number associated with the user;
- a user must not act with extreme carelessness in relation to the security of the secret code;
- a user must ensure the mobile device is locked at all times when it is not being used, and is not left unattended in a non-secure environment;
- a user must install and regularly update anti-virus software on the mobile device;
- a user must ensure that only the user accesses the Mobile Wallet to use the user's card and that it is not accessed or used by anyone else, even if that person has the user's permission; and

- a user must remove any card from the user's mobile device before disposing of the mobile device.

### **Biometric identifiers and Secret Codes**

If another person's Biometric Identifier is loaded onto a user's mobile device, you must ensure that the relevant user takes immediate steps to remove the Biometric Identifier from the relevant mobile device, otherwise any transaction using that Biometric Identifier will not be an unauthorised transaction for the purposes of determining liability.

### **To protect the Payment Device:**

- keep the Payment Device in a safe, secure place and check regularly to ensure it has not been lost or stolen;
- do not expose the Payment Device to high heat, attempt to disassemble it or keep it near electromagnetic fields;
- do not keep the Payment Device with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books; and
- do not lend the Payment Device to anyone, or permit anyone to use the Payment Device.

### **Reporting security concerns to Bankwest**

You must notify Bankwest immediately if:

- a user's mobile device is disconnected without the knowledge or permission of the user;
- you or any user suspects that someone has used the mobile device or a secret code to conduct a transaction or otherwise tried to access the mobile device or Mobile Wallet.

## **7.2 Reporting loss, theft or unauthorised use of a card, security token, Payment Device or breach of security of a secret code**

If:

- a card;
- Payment Device;
- security token; or
- mobile device on which a card has been loaded

using a Mobile Wallet, is lost, stolen or used without authorisation or a secret code becomes known to someone else, you or any additional cardholder or authorised user must immediately tell us by telephoning our Customer Help Centre on the following number: **13 17 19** (24 hours).

If you are overseas, telephone us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).

When we are told, we will acknowledge receipt of the notification by giving the user a notification number. This should be kept as proof of the date and time of the report. If for any reason the Customer Help Centre telephone hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction which could have been prevented during this period if the telephone facility had been available, provided we are notified within a reasonable time of the Customer Help Centre telephone hotline becoming available again.

If you have a Debit Mastercard, instead of telling us, you or any additional cardholder can alternatively tell any bank displaying the Mastercard symbol that a card is lost, stolen or used without authorisation, or that a secret code has become known to someone else.

## **Part 8 - Liability For Unauthorised Transactions**

### **8.1 Application of this Part**

This Part deals with liability for transactions which are carried out without the knowledge and consent of a user except where a Mobile Wallet is used. Part 9 deals with liability for transactions made using a Mobile Wallet.

### **8.2 Authorised transactions**

You are liable for all transactions carried out in respect of your nominated accounts with the knowledge and consent of a user.

## 8.3 When you are not liable for EFT transactions

You will not be liable for losses in respect of a nominated account caused by an unauthorised EFT transaction:

- (a) resulting from unauthorised use of a card, security token, Payment Device or secret code which forms part of an access method, before the user has received the card, Payment Device, security token or secret code (as relevant);
- (b) after we receive notification that a card, Payment Device or security token (as relevant) has been misused, lost, stolen, or the secret code has become known to someone else;
- (c) relating to any component of an access method that is forged, faulty, expired or cancelled;
- (d) caused by the fraudulent or negligent conduct of employees or agents of:
  - us;
  - any organisation involved in the provision of the EFT system; or
  - any merchant;
- (e) where it is clear that the user has not contributed to the loss; or
- (f) caused by the same transaction being incorrectly debited more than once to the same account.

Please note that a Mistaken Internet Payment is not the same as an unauthorised transaction. For Mistaken Internet Payments, refer to clause 5.11.

## 8.4 When you are liable for EFT transactions

Where we prove on the balance of probabilities that the user has contributed to losses in respect of a nominated account resulting from an unauthorised EFT transaction by:

- the user's fraud;
- in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token, voluntarily disclosing the secret code to anyone, including a family member or friend;

- where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token, voluntarily disclosing the token PIN and showing the security token or otherwise disclosing the token code to anyone, including a family member or friend;
- where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token, either:
  - (i) voluntarily disclosing the token PIN; or
  - (ii) showing the security token (or otherwise disclosing the token code), to anyone, including a family member or friend, where this disclosure is more than 50% responsible for the losses when all contributing causes are assessed together;
- in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token, indicating a secret code on the card, or keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card;
- where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token, indicating the token PIN on the security token, or keeping a record of the token PIN (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with the security token or liable to loss or theft simultaneously with the security token;
- where the access method comprises a secret code without a card or security token, keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles liable to be lost or stolen simultaneously;
- when changing a secret code, selecting a secret code which represents the user's birth date or a recognisable part of the user's name; or

- acting with extreme carelessness in failing to protect the security of all secret codes; and
- leaving a card in an ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card be removed from the machine before the transaction can proceed).

You will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the card, Payment Device or security token, or breach of the security of the secret code.

You will also be liable for losses which occur as a result of you unreasonably delaying notifying us of the unauthorised use, theft or loss of the card, Payment Device or security token, or that the secret code has become known to someone else. You will be liable for the losses which occur between the time the user became aware of the unauthorised use, loss or theft (or should reasonably have become aware in the case of a lost or stolen card, Payment Device or security token) and the time we were actually notified.

In all cases you will not be liable for:

- that portion of the loss incurred on any one day which exceeds any applicable daily transaction limits;
- that portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the loss on a nominated account which exceeds the balance of that nominated account (including any pre-arranged credit); and
- losses incurred on any accounts which you had not agreed with us could be accessed using the access method.

## 8.5 When your liability for EFT transactions is limited

Where a secret code was required to perform the unauthorised EFT transaction and clause 8.4 does not apply, your liability for any loss in respect of a nominated account arising from an unauthorised EFT

transaction, if the loss occurs before you notify us of the unauthorised use, loss or theft of the card or security token, or the secret code becoming known to someone else, is the lesser of:

- \$150;
- the balance of your nominated account (including any pre-arranged credit); or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or security token, or the secret code 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 access method or nominated account).

## 8.6 What is your liability for other unauthorised transactions

If, in cases not involving EFT transactions, a card is used without a user's authority, you are liable for the actual loss arising from the transaction at the time we are notified of the unauthorised use (except that portion of the loss incurred on any one day that exceeds any applicable daily transaction or other periodic transaction limit) less any amount recovered by us in the exercise of our rights (if any) under the Mastercard scheme rules against other parties to that scheme.

## 8.7 When the electronic banking system or EFT terminal breaks down

In the event of a terminal malfunction or breakdown, manual procedures may be available by using the card and a signature authorisation procedure. Your liability for any transaction requiring signature authorisation will be determined in accordance with the Conditions of Use applying to your nominated account.

You will not be responsible for any loss you suffer because our system or our equipment accepted a user's instructions but failed to complete the transaction.

If our system or our equipment malfunctions and the user should have been aware that the system or



equipment was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your nominated account and refunding any charges or fees imposed on you as a result.

Please advise us if an EFT terminal has a service fault or difficulty. This can be done through any of our Bankwest Stores during normal banking hours or by telephoning our Customer Help Centre.

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

## **Part 9 - Liability For Mobile Wallet Transactions**

### **9.1 Application of this Part**

This Part deals with liability for transactions which are carried out using a Mobile Wallet and a mobile device.

### **9.2 Authorised transactions**

You are liable for all transactions carried out in respect of your nominated account with a user's mobile device and a Mobile Wallet including:

- transactions carried out in respect of your nominated account with the knowledge and consent of a user; and
- transactions which were able to be carried out as a result of a failure to comply with the security measures described for mobile devices and Mobile Wallets in clause 7.1.

### **9.3 When you are not liable for EFT transactions made using a Mobile Wallet**

You will not be liable for losses in respect of a nominated account caused by an EFT transaction made using a Mobile Wallet:

- (a) resulting from unauthorised use of a card before the user has received the card;
- (b) after we receive notification that a card has been misused, lost, stolen, or the secret code has

- become known to someone else;
- (c) caused by the fraudulent or negligent conduct of employees or agents of:
  - us;
  - any organisation involved in the provision of the EFT system; or
  - any merchant;
- (d) where it is clear that the user has complied with all of the security measures described for mobile devices and Mobile Wallets in clause 7.1; or
- (e) caused by the same transaction being incorrectly debited more than once to the same account.

## Part 10 – Payment Device Conditions of Use

### 10.1 About these conditions

Part 10 (together with Parts 1, 7, 8, and 11) of these Conditions of Use applies to all transactions involving the use of:

- tapping the Payment Device and entering a user's PIN to make payments at merchant terminals; and
- the Payment Device to make contactless payments at merchant terminals to access your nominated account(s).

All references in this Part to "nominated account" are taken to include a reference to "Nominated Account".

### 10.2 All Payment Devices remain our property

Should you request us to issue you with a Payment Device, we grant you a licence to use the Payment Device and may charge you a fee for the manufacture, use and set up of the Payment Device which will be described in the relevant Product Schedule. Unless due to our error, you may be charged the Payment Device fee each time we issue a Payment Device to your nominated account.

All Payment Devices remain our property at all times until:

- you request us to cancel the use of the Payment Device;
- you close your nominated account;

- the expiry of the Payment Device; or
- electronic access to your nominated account has been cancelled in accordance with clause 1.9.

Notwithstanding the above, we retain the right to terminate a user's licence to use the Payment Device at any time. If we exercise this right within one year from the date that a user's Payment Device was first issued and do not replace the Payment Device, we will give you a pro-rata refund of any fee paid for the Payment Device.

### 10.3 Additional cardholders

If your nominated account permits, you may request us to issue a Payment Device and PIN to an additional cardholder. The relevant provisions of these Conditions of Use apply to the additional cardholder's use of the Payment Device and PIN to access your nominated account.

You are responsible for informing the additional cardholder how to use the Payment Device. We suggest that you provide the additional cardholder with a copy of these Conditions of Use. A copy of these Conditions of Use can be obtained from our website ([bankwest.com.au](http://bankwest.com.au)).

You and not the additional cardholder will be liable for all transactions made by the additional cardholder on your nominated account using the Payment Device until the additional cardholder's authority is cancelled.

An additional cardholder's Payment Device is cancelled only when:

- we have received your request to cancel that user's Payment Device; and
- we have actioned that request, or we are satisfied, acting reasonably, that the Payment Device is no longer linked to your nominated account.

It is your responsibility to request us to cancel the additional cardholder's Payment Device.

You consent to the additional cardholder having access, in respect of nominated accounts, to information about the account balance, payments, purchases and cash advances.

## 10.4 Use of the Payment Device

In order to use a Payment Device, you (or, if your account is in more than one name, each of you) and each other user will need to activate a Payment Device upon receipt by following the directions that we will provide for that purpose.

The Payment Device is valid only for the period indicated on the communication that is given to you at the time of your Payment Device being provided. After the Payment Device expires, you will not be issued with a further Payment Device until you request us to issue a replacement Payment Device (and pay any applicable Payment Device fee described in the Product Schedule).

If a Payment Device is used outside Australia, all charges, purchases and/or cash advances in foreign currency are converted, from foreign currency to Australian currency by Mastercard International Incorporated at a wholesale exchange rate selected by Mastercard International Incorporated on the processing date, which rate may differ from the rate applicable to the date the transaction occurred and that applicable to the date the transaction was posted. For all transactions occurring outside Australia (whether effected in foreign or Australian dollars) we will charge the Foreign Transaction Fee described in the Product Schedule.

## 10.5 Types of transactions that can be made

Transactions of \$100 and less can be performed by using the Payment Device and making contactless payments at merchant terminals. For purchases above \$100, a user must 'tap' their Payment Device on the merchant terminal and enter their PIN to complete the transaction. The user should make sure the correct transaction details are displayed on the merchant terminal and wait for the transaction confirmation.

No other transactions are permitted using the Payment Device.

## 10.6 Transactions needing authorisation

Transactions on nominated accounts may need to be authorised by us. We may decline to authorise a transaction if:

- you are behind in making payments to a nominated account;
- (you have an overdraft facility) and the credit limit on a nominated account is exceeded;
- there are insufficient funds in a cheque or savings nominated account; or
- there is good reason to do so (including security reasons).

If you, or the merchant, do not proceed with a transaction after it has been authorised by us, your available balance may be reduced for at least seven business days.

## 10.7 Transactions at EFT Terminals

When a user makes an EFT transaction at an EFT terminal using the Payment Device and PIN or Payment Device and contactless payment you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions.

All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to nominated accounts on the day they are made. Processing may take a number of days. We will process transactions to your nominated accounts as soon as practicable after receipt.

**You should observe the guidelines set out in Part 7 of these Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.**

## 10.8 Use of a Payment Device at merchants, financial institutions or our agents

To the extent permitted by law and the ePayments Code we do not accept responsibility for the actions of a merchant, financial institution or our agent who:

- refuses to honour a Payment Device; or
- imposes limits or conditions on use of a Payment Device.

Unless required by law we will not be liable for goods or services supplied using a Payment Device. Users must take up any complaints or concerns directly with the merchant and any refund is a matter between the user and the merchant. If a refund is obtained from an overseas merchant, there may be a difference in the Australian dollar values due to movements in the foreign exchange rates. You take the risk of currency fluctuations between the date of purchase and the date of refund.

We have no control over and take no responsibility for the hours a merchant, financial institution or our agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or agent.

If you provide a merchant with your Payment Device details (by tapping your Payment Device at a merchant terminal):

- to enable the merchant to complete a transaction in the future (e.g. authorises a public transport provider for additional rides in the day); or
- to pay for goods and services in advance even if you later decide not to take the good or use the services;

you authorise the merchant to complete the transaction.

## 10.9 Payment Devices

To the extent permitted by applicable law, including the Australian Consumer Law we:

- do not make any express or implied warranty or representation in connection with the Payment

Device (including type, quality or standard of fitness for any purpose);

- do not make any express or implied warranty as to the reliability of any software or hardware elements which when assembled represent the Payment Device; and
- are not liable for any loss you suffer (including any direct or consequential loss) arising in connection with the Payment Device.

In the event that:

- the Payment Device is the wrong size or colour (unless due to our error);
- a user changes their mind about the Payment Device;
- a user's Payment Device is lost or stolen; or
- we issue a new or replacement Payment Device for any other reason (not related to our error)

you will need to pay any applicable Payment Device fee if you request a new Payment Device.

Please contact us if you have any questions or concerns in relation to the Payment Device.

## Part 11 – Procedures For Handling Errors And Disputed Transactions

11.1 - 11.5 do not apply to reports of Mistaken Internet Payments under the ePayments Code, which have a separate process set out in clause 5.16. For how to report a Mistaken Internet Payment, see clause 5.16(c). However, these clauses apply to a complaint you may have regarding how we or a Receiving ADI have handled a report of a Mistaken Internet Payment.

### 11.1 How to contact us

If you believe a transaction is wrong or unauthorised or you think there is something wrong with an entry on a nominated account statement or you think we or a Receiving ADI have not complied with the ePayments Code you may tell us by:

- telephoning our Customer Help Centre on **13 17 19**;

- logging on to our website (bankwest.com.au) and following the procedures it sets out for disputing a transaction or lodging a complaint;
- calling into any of our Bankwest Stores; or
- writing to us at the address shown on the nominated account statement containing the suspected error. We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying. If you are disputing a transaction, you must tell us immediately using one of the contact methods above and you must complete a Transaction Dispute Form and you should do so promptly. This form can be obtained from any Bankwest Store, our website or by telephoning our Customer Help Centre on 13 17 19. We will notify you of the name and contact number of the officer investigating your dispute. We will contact you if we require further information, and you must supply this information within 10 business days.

## 11.2 Chargebacks

This sub clause 11.2 applies to transactions effected with the Debit Mastercard (other than those made by selecting the Cheque, Savings or Credit key at an EFT Terminal and entering a PIN to authorise the transaction) or a Payment Device. It does not apply to any other type of transaction.

We have the right under the Mastercard scheme rules to seek the reversal of transactions, involving a chargeback or debiting of the transaction to the merchant's account with its financial institution.

We may do so on certain grounds, for instance if you claim that an unauthorised mail or telephone transaction, in which you or any additional cardholder did not participate, has been debited to your nominated account.

We will claim a chargeback right where one exists under the Mastercard scheme rules. Please note, however, that no chargeback right will exist in relation to BPAY payments made using your Debit Mastercard. We will use our best efforts to chargeback a disputed transaction for the most appropriate reason. This does not mean that a disputed transaction will



necessarily be charged back. The merchant's financial institution must first accept the claim in order for your claim to be successful. If the merchant's financial institution rejects a chargeback, we will not accept that rejection unless we are satisfied that the rejection is reasonable and is consistent with the Mastercard scheme rules. You should make every effort to report a disputed transaction by completing the Transaction Dispute Form within 14 days of the date of the account statement which itemises the disputed transaction, so that we may reasonably ask for a chargeback where such right exists.

Failure to report a disputed transaction, charge, refund or payment, and/or provide additional information within this time frame could affect our ability to claim a chargeback right (if any) under the Mastercard scheme rules.

These rules impose time limits on reporting disputed transactions, charges, refunds or payments. In certain circumstances where the ePayments Code applies, there may be no such time frames imposed upon your right to make a claim or report a disputed transaction.

### 11.3 Our investigations

If we are unable to resolve the matter immediately to your and our satisfaction we shall advise you in writing of our procedures for further investigation and handling of your complaint.

Within 21 days of receiving your complaint (or, if we resolve your complaint by exercising our rights under the Mastercard scheme rules, within the time period specified in those rules), we will advise you in writing of either:

- the outcome of our investigation; or
- the fact that we need more time to complete our investigation.

We will complete our investigation within 45 days (or, if we resolve your complaint by exercising our rights under the Mastercard scheme rules, within 60 days) of receipt of your complaint, unless there are exceptional circumstances. In such circumstances, we will write to you and let you know the reasons for the

delay and provide you with monthly updates (or, if we resolve your complaint by exercising our rights under the Mastercard scheme rules, updates every two months) on the progress of our 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.

If we resolve your complaint by exercising our rights under the Mastercard scheme rules, we will also inform you when you can reasonably expect a decision, and suspend your obligation to pay any amount which is the subject of your complaint or any charges related to that amount until your complaint has been resolved.

## 11.4 Outcome

On completion of our investigation we shall advise you in writing of the outcome of our investigation and the reasons for our decision with reference to the relevant provisions of these Conditions of Use and the ePayments Code.

If we decide that your nominated account has been incorrectly debited or credited we shall adjust your nominated account (including any interest and charges) and notify you in writing of the amount of the adjustment.

If we decide that you are liable for all or part of a disputed transaction, we will supply you with copies of any document or other evidence on which we base our findings if these show that your nominated account has not been incorrectly charged or credited. We will also advise you if there was any system or equipment malfunction at the time of the transaction.

## 11.5 If you are not satisfied with the result

If you are not satisfied with our findings you may request a review by our senior management. When we advise you of our decision we will also advise you of further action you may take in respect of your

complaint if you are not satisfied with our decision. For instance, you may be able to refer the matter (free of charge) to:

**Financial Ombudsman Service Ltd**

**GPO Box 3**

**MELBOURNE VIC 3001**

**Telephone: 1800 367 287**

**Facsimile: (03) 9613 6399**

**Website: [www.fos.org.au](http://www.fos.org.au)**

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

## **11.6 If we fail to comply with these procedures**

If we fail to observe the procedures set out in this clause or the ePayments Code for handling disputes, allocating liability or communicating the reasons for our decision and that failure contributes to our decision or delays the resolution of your complaint, we may be liable for part or all of the amount of a disputed transaction.

