

Bankwest

# Banking Services Rights & Obligations

4 April 2017

bankwest



## Product Disclosure Statement

This booklet provides general information about the rights and obligations that may arise out of our banking relationship with you.

It provides information which, under the Code of Banking Practice, we have agreed to provide to you. This booklet relates to our banking services generally. The extent to which the information in it will apply to you will depend on the banking service provided.

**NB:** If you are opening a Bankwest-branded investment or transaction account (other than a term deposit or a credit account) with us, or are applying for Phone Banking or Bankwest Debit Cards for use in connection with an investment or transaction account that you already hold, this booklet 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 Account Terms and Conditions;
- the relevant Product Schedule; and
- the 'Your Guide to Banking Fees' brochure.

If you are applying for Phone Banking or Bankwest-branded Debit Cards for use in connection with an investment or transaction account you already hold, or if you wish to have Bankwest Online Banking, Phone Banking or Bankwest Debit Cards in connection with the investment or transaction account you are opening, the Bankwest Account Access Conditions of Use will also be provided to you. Together, these documents comprise the Bank's PDS for the particular account you have with us and/or the particular facility you are applying for.

**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.

References to Customer Service Centres are to Bankwest-branded Customer Service Centres.

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 Customer Service Centres or can be viewed on our website **bankwest.com.au**

**Enquiries**

**Customer Help Centre**

**13 17 19**

# Contents

1. Introduction	1
2. Code of Banking Practice ('Code')	1
3. Reading Terms and Conditions	2
4. Privacy and Confidentiality	2
5. Opening an account	3
6. Access to fees, charges, interest rates and Terms and Conditions	3
7. Our right to combine accounts	4
8. Operating joint accounts	4
9. Your liability for joint accounts	5
10. Your liability for additional credit cards	5
11. Cheque book facilities	6
12. Cheque clearance times	6
13. Special cheque clearances	7
14. Writing cheques	8
15. How to stop payment of a cheque	11
16. Cheques returned unpaid (dishonoured)	11
17. Payment instruments	12
18. Direct debits	13
19. Bank cheques	13
20. What to do if loan repayments become overdue	14
21. Account suitability advice	14
22. Tell us if you have a complaint	15
23. Family law proceedings	16
24. Additional Obligations	16
25. Disclaimer	17



## 1. Introduction

This booklet has been prepared specifically for our personal and small business customers. You are a small business customer if you have less than 20 full time staff or, if your business includes manufacturing, less than 100 full-time staff. It sets out information to assist you in understanding your accounts and our banking services. It also details your rights and obligations and our responsibilities to you.

However, as the booklet is of a general descriptive nature, it should not be relied upon as a full statement of the topics it covers. In addition, this booklet relates to a range of our banking services. Some of the material in it may not be relevant to the banking service or product you hold with us.

We encourage you to keep this booklet as a useful reference.

## 2. Code of Banking Practice ('Code')

The Code is a voluntary code of conduct which sets standards of good banking practice for banks to follow when dealing with individual and small business customers and their guarantors.

Bankwest subscribes to the Code.

The Code applies to banking services we provide to you where you are an individual or a small business (as defined above). However, where you are an individual and the banking service is a 'financial product' or 'financial service' for the purposes of Chapter 7 of the Corporations Act 2001, the Code will only apply to you if you are a 'retail client' as described in that Act and you enquire about, are, or may be, provided with that banking service.

In respect of guarantees, the Code applies to individuals acting as guarantor to help another individual or a small business to secure any financial accommodation or facility provided by Bankwest.

The Code requires the Bank to provide individual guarantors with certain information before taking a guarantee (certain exceptions apply). For example, where the guarantor is a director of the borrower,

the guarantor can choose not to receive some or all of that information.

This booklet addresses some of your rights and our obligations under the Code. For further details, including information about the nature and extent of the Bank's compliance with the Code, you should obtain a copy of the Code which you may request from us at any time. It can also be viewed on our website **bankwest.com.au**

### 3. Reading Terms and Conditions

We recommend that you read carefully the Terms and Conditions applying to a banking service before you accept them. If you do not fully understand the Terms and Conditions, or any document we may provide to you which applies to a banking service or product, please ask one of our Customer Service Officers to help you.

### 4. Privacy and Confidentiality

The Bank respects the privacy and confidentiality of your information.

When the Bank obtains personal information about you, its collection, use and disclosure of that information is governed by our Privacy Policy, a copy of which can be viewed on our website or made available to you on request. 'Personal information', for the purpose of our Privacy Policy, refers to information about and which identifies individuals. It includes information obtained from any source and, in respect of individual credit applicants and guarantors (if any), includes anything about credit worthiness, standing, history and capacity which, under and in accordance with the Privacy Act 1988, may lawfully be exchanged.

In general, the Bank will not use or disclose personal information collected about you otherwise than for a purpose set out in our Privacy Policy, for a purpose you would reasonably expect, a purpose required or permitted by law, or a purpose otherwise disclosed to, or authorised by you. You may contact our Customer Help Centre on 13 17 19 at any time to find out what personal information we hold about you

and, if necessary, to correct any inaccurate or incomplete information.

We appreciate that you may not wish us to use or disclose your personal information for promotional or market research purposes. You may at any time contact our Customer Help Centre and request that you be excluded from such communications.

Our Privacy Policy does not apply to small business customers who are not individuals. However, information provided to us by small business customers will be treated as confidential and will not be disclosed except where the disclosure is compelled by law, there is a duty to the public to do so, our interests require disclosure, or the disclosure is made with your consent.

## 5. Opening an account

When you open an account with us for the first time you may be asked about your identity and your Tax File Number.

### **Tax File Number**

It is a good idea to provide us with your Tax File Number ('**TFN**') in relation to Bankwest-branded accounts or investments that earn interest, to avoid tax being deducted from such interest at the highest personal tax rate plus the Medicare levy.

You may be able to claim an exemption from providing your TFN. You may ask our Customer Help Centre for further information on TFN exemption categories.

Please note that it is not against the law if you choose not to give us your TFN or exemption. However, if you do not provide your TFN or exemption, we are obliged by law to deduct the tax from interest earned and send it to the Tax Office.

## 6. Access to fees, charges, interest rates and Terms and Conditions

You can contact our Customer Help Centre for details of our current fees, charges and interest rates and to request our current Terms and Conditions for any banking service.



## 7. Our right to combine accounts

Did you know that all banks, in protecting their interests, have the power to combine a customer's accounts?

We can do this if one account is in credit and another is overdrawn, even if the accounts are at different locations, or managed under different brands (such as Commonwealth Bank).

We cannot combine your accounts if:

- you hold them in a different capacity, e.g. one account is in your own name and another is in your name as trustee for someone else;
- we have agreed to keep your accounts separate. We will write to tell you if we have exercised our right to combine your accounts; or
- we are actively considering your financial situation under any hardship provisions or while you are complying with an agreed repayment arrangement. We may, however, require you to retain funds in an account until our decision on your hardship application has been made.

If you receive social security payments, the Code of Operation for Department of Human Services and Department of Veteran Affairs Direct Credit Payments limits the extent to which we can combine your accounts.

**Note:** You cannot presume that we will combine an overdrawn account with an account which is in credit (e.g. in order to cover a cheque you have written on the overdrawn account).

## 8. Operating joint accounts

If you open an account with one or more other people, you must all decide and authorise which of you is to operate the account, e.g. any one of you to operate on your own, or any two or more of you to operate the account jointly. However please note that electronic access (e.g. Bankwest Online Banking or Phone Banking) to an account will only be available to a person who is authorised to operate the account alone, except that if two or more people are to operate the account jointly, any of them may,

acting alone, view the account using Bankwest Online Banking and, where relevant, use Bankwest Online Banking to ask us to stop payment on a cheque.

Any one of the joint account holders may cancel an existing authority, but all account holders must authorise a new operating authority. In some cases we may require you to complete a new account authority.

## 9. Your liability for joint accounts

When you open a joint account you need to be aware of the extent of your liability and obligations.

Each joint account holder will be liable to us for the whole of:

- any transaction on the account;
- any debt to us on the account;
- any loss or damage we suffer in connection with the account; and
- any fees, charges and expenses debited to the account.

We can take action against any one, all, or a number of you, for any liability arising from a failure to comply with the Terms and Conditions of a banking service.

Where the joint account is a credit account, you should know that you may be liable to the Bank for the full amount of any credit provided under the account. Any one of you may ask not to receive future advances or financial accommodation under the account by giving us written notice. If you do so, we will not provide further credit to any of you under the account.

If you die or become bankrupt your estate will be liable to the same extent as you were. On the death of any one of you, we will consider the survivor(s) to be continuing customer(s) unless you have specified otherwise and any credit balance in the account will be paid to the survivor(s). This is subject to the survivor(s) satisfactorily completing the necessary documentation and us processing it.

## 10. Your liability for additional credit cards

It is important to understand that credit card accounts can only be held in your sole name (not as

joint accounts).

You can ask for another person (or persons) to have an additional card on your credit card account. However, you need to be aware that, if you do, you will be liable for all of the additional cardholder's transactions on the card.

If you ever want to cancel an additional cardholder's authority, you must ask us to cancel the card and must take all reasonable steps to have it returned to us. Until then, you will remain liable for the use of the additional card. If the additional card has electronic access, the additional cardholder's electronic access can be cancelled immediately, regardless of whether the card is returned.

## 11. Cheque book facilities

If a cheque book facility is available on your account, you may request this facility at any time by calling into one of our Customer Service Centres or contacting our Customer Help Centre.

If you wish to cash cheques at a Customer Service Centre other than where your account is based, you must make prior arrangements with us. We may charge a fee for this service.

If you wish to have cheque forms printed privately, you must have the design approved by us first. Printing costs will be your responsibility.

By presenting a cheque for payment you agree to transfer to us any ownership rights you have in the cheque paper.

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, 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.

## 12. Cheque clearance times

When you deposit a cheque into your account, you need to be aware that you may not be able to

withdraw the funds immediately. Unless you have made prior arrangements with us, you must wait until the cheque is cleared.

Even though we may have credited the amount of the cheque to your account, we will need to seek payment of the cheque from the cheque drawer's bank before you can withdraw these funds. We refer to them as 'uncleared funds' until we receive payment for the cheque.

The clearing process can take between 3 – 7 business days. The time taken to clear a cheque depends on a number of factors, for example the location of the cheque drawer's account and where you deposit the cheque.

You should be aware that cheques drawn on overseas accounts can take in excess of 30 business days to clear. After 30 business days, although it may be prior to clearance, the Bank may allow you to access the funds, but any cheques subsequently dishonoured remain at your risk.

You bear the exchange rate risk on a foreign currency cheque which is converted into Australian dollars, paid into your account and subsequently dishonoured. An overseas Bank charge may also be applied.

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, 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.

### 13. Special cheque clearances

If you need quick access to funds deposited, you may request us to obtain a 'special answer' on the cheque. A fee will apply for this service.

You may request a same-day answer but this will only be available if there is adequate time in the day (during banking hours) for a courier to make a return

trip to the financial institution (or Commonwealth Bank branch) where the cheque drawer's account is held.

Alternatively, you may request an answer for the following business day. We will make reasonable efforts for you to receive a 'special answer' the following business day should you request it, however, we cannot guarantee that you will receive it by this time.

Information on fees for these services is available on request at any of our Service Centres or by calling our Customer Help Centre.

## 14. Writing cheques

There are some handy hints and points which are important to remember when writing cheques.

The image shows a Bankwest cheque with the following details:

- Bank: bankwest
- Stamp Duty Paid: [ ]
- Date: 12.10.00
- Pay to: PERTH B. West
- or Bearer: [ ]
- The Sum of: One hundred dollars only
- Amount in figures: \$ 100.00
- Signature: J. East

When you write a cheque, you have a responsibility to fill it out carefully and so that it is not capable of easy alteration by someone else. You should:

- write the amount of the cheque in words and figures;
- not leave gaps between words or figures;
- begin the amount in words as close as possible to the left hand side and the amount in figures as close as possible to the \$ sign;
- write the cheque in ink which cannot be rubbed out;
- never sign a cheque before you have filled it in; and
- sign all alterations you make to a cheque.

### Significance of 'or Bearer' on a cheque

Your cheques are printed with the words 'or Bearer' appearing at the end of the line on which you write the name of the person to be paid. See example above.

The words 'or Bearer' mean we can pay the proceeds

of the cheque to any person who has the cheque (except in cases where the cheque is crossed – see ‘Crossings on cheques’ overleaf), even if that person found it or stole it, unless we suspect that the cheque might be in the wrong hands.

To alter this position simply cross out the words ‘or Bearer’, and this will make the cheque an ‘order’ cheque.

You can also add the words ‘to the order of’ before the name of the payee on the cheque, but you must still cross out the words ‘or Bearer’ when you do this. In either case, we will only pay the proceeds to the person named on the cheque unless that person wishes to pass the cheque on to someone else, by writing the words ‘pay (the name of the person)’ or ‘pay to the order of (the name of the person)’ on the back of the cheque and by signing the back of the cheque.

### Crossings on cheques and their effect

bankwest

Stamp  
Duty  
Paid

Date 12.12.00

PERTH

Pay B. West or Bearer

The Sum of one hundred dollars only \$ 100 - 00

A. East.

The basic cheque crossing is two parallel lines drawn across the cheque from top to bottom.

If a cheque is crossed in this way it should not be cashed over the counter. It must be paid into a bank account.

You can add a crossing when you make out the cheque or you can add it to any cheque you receive from someone else.

If a bank does cash a crossed cheque it may be liable to the true owner of the cheque for any loss suffered.

<b>bankwest</b>		Stamp Duty Paid	Date 12.10.00
PERTH	Pay B. West	or Bearer	
The Sum of	one hundred dollars only	\$	100 - 00
<del>NOT NEGOTIABLE</del>		d East.	

Adding the words 'not negotiable' between the parallel lines does not mean that the cheque cannot be given to someone else. What it does mean is that the person who obtains the cheque has no better rights to the cheque than the person giving it.

**For example,** a cheque payable to you may have been stolen and then passed on by the thief to another person who obtains payment of it but does not know it is stolen. You are then able to recover the amount of the cheque from that person even though they have done nothing wrong.

<b>bankwest</b>		Stamp Duty Paid	Date 12.10.00
PERTH	Pay B. West	or Bearer	
The Sum of	one hundred dollars only	\$	100 - 00
<del>NOT NEGOTIABLE ACCOUNT PAYEE ONLY</del>		d East.	

You can also add the words 'account payee only' to the cheque crossing.

The words act as a warning to a bank which collects the cheque that the proceeds of the cheque should only be paid to the person named as payee on the cheque. This does not mean that it cannot be transferred to someone else. However, if the collecting bank pays a different person, it may be liable to the true owner of the cheque (unless that bank has acted in good faith and without being negligent, for example by making enquiries and receiving a reasonable explanation).

In the case of Bankwest, it is the Bank's policy that a cheque crossed 'account payee only' must only be paid into the account of the person named as the original payee on the cheque. In other words, you may deposit a cheque which is drawn in your favour and which is crossed 'account payee only' into a Bankwest-branded account. However, Bankwest will not accept a cheque for deposit into an account you hold with the Bank if that cheque is drawn in favour of a third party, and it is crossed 'account payee only', even if the cheque has been endorsed to you.

## 15. How to stop payment of a cheque

Sometimes cheques become lost or stolen or you may have a dispute with the person named as the payee of the cheque. When circumstances like these arise you can ask us not to pay the cheque when it is presented for payment.

There may be very little time available to make the request once you have given someone your cheque and we must receive your request before the cheque is paid.

The quickest way to stop a cheque is to telephone our Customer Help Centre and provide details of the cheque(s) to be stopped. You should follow this up with written confirmation.

We charge a fee for stopping payment on a cheque. Fee details and appropriate form(s) are available from us.

## 16. Cheques returned unpaid (dishonoured)

We can dishonour your cheques if:

- there are insufficient cleared funds in your account or the cheque exceeds your overdraft limit and you have not made prior arrangements with us to cover the amount of the cheque;
- the cheque is irregular in some way, for instance it:
  - is unsigned;
  - is 'stale' (more than 15 months old);
  - has been post dated (ie. bears a future date); or



- has any alterations on the cheque not signed by you;
- you have instructed us to stop payment of the cheque; or
- we have received notice of your death or mental incapacity.

If we dishonour your cheque, we will charge a fee. In addition, a cheque drawn on the account may be processed to the account before we dishonour it causing the account to become overdrawn or exceed an approved credit limit and to incur debit interest and fees.

If you deposit a cheque into your account and it is returned unpaid, we will notify you and, if we had already credited your account with the amount of the cheque, we will reduce the balance of your account by that amount.

## 17. Payment instruments

You must look after your credit cards, debit cards, cheques and passbooks as these are valuable items and you have the responsibility for their safekeeping. You must tell us immediately when any of these items are lost, stolen or used without your permission. You can minimise any loss by taking the following steps:

### **Cheques or cheque books**

Place a stop payment on the cheque or cheque book as explained above under the heading 'How to stop payment of a cheque'.

### **Electronic cards or credit cards in Australia**

All cards – Ring our Customer Help Centre on 13 17 19 (cost of a local call).

### **Outside Australia**

Visa – Call collect on +61 2 9251 3704 or +1 410 581 9994.

Mastercard – Ring the International Access Code of the country you are ringing from +1 314 542 7111 (reverse charges).

Other cards – Ring us on the International Access Code of the country you are ringing from +61 13 17 19.

Telephone numbers are current as at date of print and may be subject to change, so check before you travel.

Information on your liability for unauthorised transactions using debit cards and credit cards is contained in our 'Account Access Conditions of Use' booklet issued with your debit card and in our 'Credit Card Account Access Conditions of Use' booklet issued with your credit card.

### **Passbooks**

Ring our Customer Help Centre on 13 17 19.

Please note that if you lose your passbook you must fill out a Notice of Loss of Passbook before a new passbook can be issued. If the original passbook is located you must return it to us.

## **18. Direct debits**

If your account with us allows you to do so, you may authorise and request a business or organisation (a 'Merchant') to debit funds from that account by executing a Direct Debit Request.

We will accept an instruction from you to cancel a Direct Debit Request and will act on that instruction by promptly informing the appropriate parties in the direct debit system. We will ensure, as far as possible, that no further direct debits under the cancelled Direct Debit Request are processed.

We will also take and promptly process any complaint by you that a direct debit to your account was unauthorised or was otherwise irregular.

Whilst we can assist you and contact the Merchant on your behalf, we suggest that you also contact the Merchant with your query, complaint or cancellation instruction.

## **19. Bank cheques**

There may be times when you are asked to make a payment by bank cheque.

The term 'bank cheque' describes a cheque which is issued and paid by the bank itself. You can purchase a bank cheque from us.

Although a bank cheque is sometimes regarded as if

it were cash, the law treats a bank cheque in much the same way as an ordinary cheque.

In some circumstances we may not pay a bank cheque issued by us. We may also require clearance days on other bank cheques you deposit to your account.

Instances where we may not pay a bank cheque include:

- if the signature on the bank cheque is forged or placed on the cheque without our authority;
- if the bank cheque appears altered. (If you are given a bank cheque which has been altered, contact us to confirm validity);
- where we are told that the bank cheque is lost or stolen (and we are satisfied that this is the case), and it is presented for payment by a person who has no right to it; and
- if the terms of a court order prevent us from paying the bank cheque.

If you tell us a bank cheque is lost or stolen you can obtain a replacement when you give us a signed indemnity.

Bank cheques may be stopped if the bank cheque has been reported lost or stolen, or has been destroyed or materially altered. Bank cheques may also be stopped where a court has ordered us to stop payment on the bank cheque.

Conditions and fees apply to bank cheque services.

## 20. What to do if loan repayments become overdue

If you have a loan with us and you have a problem complying with the Terms and Conditions for any reason, including financial difficulties you may experience, you should promptly contact the Customer Service Centre where your loan is managed.

Once you have explained your situation, it may be possible to defer repayments on the loan or have the terms of the loan changed.

## 21. Account suitability advice

Bankwest provides a range of accounts which are

suitable for low income earners and other people with special needs.

If you believe that you may be in one of these categories you should explain your circumstances to us and we will provide you with information about accounts which may be suitable for your needs.

## 22. Tell us if you have a complaint

At Bankwest, we believe in listening to our customers. This is the only way to continually improve our products and services to meet your needs. If you have a complaint about our services, products, facilities or any other aspect of Bankwest, we'd like to hear from you. Please contact our Customer Help Centre on 13 17 19.

You can also give feedback in the following ways:

- verbally or in writing at any one of our Customer Service Centres;
- by calling our toll free number – Freecall 1800 650 111;
- by completing our feedback form (available from Customer Service Centres and through our Customer Help Centre); or
- by visiting our website, [bankwest.com.au](http://bankwest.com.au) and completing the electronic feedback form.

Our staff will do everything they can to rectify your problem immediately. We strive, wherever possible, to resolve your complaint within 5 working days.

If you are still not satisfied, you can ask our Customer Relations Department to review the matter. Contact them by writing to:

**Manager Customer Relations**

**GPO Box E237, Perth WA 6841**

or phone or fax to:

**Telephone: Freecall 1800 650 111**

**Fax: 1300 259 233**

You will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly. We will do our best to resolve any

complaint promptly and to your satisfaction.

In the unlikely event that the matter cannot be resolved directly with Bankwest, you can seek assistance from the Financial Ombudsman Service ('FOS') Australia.

The FOS provides an independent dispute resolution service and is approved by the Australian Securities and Investments Commission ('ASIC') as an external dispute resolution scheme.

A brochure outlining the FOS scheme is available from all our Customer Service Centres or by phoning our Customer Help Centre on 13 17 19.

The FOS's contact details are as follows:

**Financial Ombudsman Service Limited**

**GPO Box 3, Melbourne VIC 3001**

**Telephone: 1300 780 808**

**Fax: (03) 9613 6399**

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

## 23. Family law proceedings

If you become involved in Family Law property proceedings you should obtain a copy of our 'Guidelines for Parties Involved in Family Law Property Proceedings' booklet. This booklet is designed to assist people who are engaged in Family Law property proceedings involving the division of joint property and joint liabilities owed to the Bank. The Guidelines will tell you how we deal with applications for transfers of mortgage and consents to transfer title pursuant to a Family Court determination or approval, and how we otherwise enforce debts affected by family law settlements.

You can obtain a copy of the Guidelines at any one of our Customer Service Centres or by visiting our website, **[bankwest.com.au](http://bankwest.com.au)**

## 24. Additional Obligations

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg. Laws that address tax evasion). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or
- take such other action as is reasonably required, including, for example, closing your account.

## 25. Disclaimer

The information in this booklet is general and descriptive and should not be taken as a complete statement of the relevant law or practice. You should obtain your own legal advice before exercising any right you think you may have as a customer of our services.



Visit any store  
13 17 19  
[bankwest.com.au](http://bankwest.com.au)

VERSION 10

Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL  
/ Australian Credit Licence 234945. BWA-A14 190617 Online

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