

# Banking Services Rights and Obligations.





## 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 Banking Code of 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.

If you are opening a Bankwest or transaction or investment account, this booklet will form part of the Product Disclosure Statement “(PDS)” and must be read together with the other documents forming that PDS:

- the Investment and Transaction Account Terms and Conditions;
- the Account Access Conditions of Use;
- the relevant Product Schedule; and
- the ‘Your Guide to Banking Fees’ brochure.

**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.

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 Contact Centre or can be viewed on our website [bankwest.com.au](http://bankwest.com.au)

**Enquiries:** Message Us in the Bankwest App or contact the Contact Centre 13 17 19

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## 1. Introduction

This booklet has been prepared specifically for our personal and small business customers. You are a small business customer if you meet the definition of small business in the Banking Code of Practice. 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. Banking Code of Practice ('Code')

The Banking Code of Practice (the Code) sets out the standards of practice and service in the Australian banking industry for 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.

The Code applies to individuals acting as guarantor to help another individual or a small business to secure a loan 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 commercial asset financing guarantor, sole director guarantor or trustee guarantor.

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](http://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 Contact 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 Contact 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 Contact 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 Contact Centre or Message Us in the Bankwest App 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 will write to you if we have exercised our right to combine accounts.

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; or
- we are actively considering your financial situation under any hardship provisions or while you are complying with an agreed repayment arrangement.

If you receive social security payments, the Code of Operation: Recovery of Debts from the Department of Human Services Income Support Payments or Department of Veteran's Affairs Payments limits the extent to which we can combine your accounts.

We may, however, require you to retain funds in an account until our decision on your hardship application has been made.

**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

Joint account owners of personal accounts or owners of business accounts can decide whether one or more owners or signatories must authorise transactions together ("two to sign") or can make transactions on their own ("one to sign"). There may be some Bankwest accounts with linked accounts that must be one to sign where jointly held.

If you choose one to sign (or this otherwise applies), any account owner or signatory can withdraw money from the account or make transactions on behalf of the other account owners. Apart from some linked accounts, either joint account owner can ask us to change the account authority to two to sign, so that all parties have to approve withdrawals and neither party is authorised to operate the account solely.

## 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.

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. Cheque book facilities

If a cheque book facility is available on your account, you may request this facility at any time by calling our Contact Centre on 13 17 19 or messaging us in the Bankwest App.

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.

## 11. 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. 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.

If you are permitted to deposit foreign cheques to your account, 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.

## 12. Writing cheques

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

bankwest

Stamp Duty Paid

Date 12.10.00

PERTH

Pay B. West or Bearer

The Sum of one hundred dollars only \$100.00

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

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.

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.

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.



## 13. 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.

To stop a cheque call our Contact Centre on 13 17 19 or message us in the Bankwest App 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.

## 14. 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 may 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. Fees or debit interest are only charged if it is disclosed in the Product Schedule or Your Guide to Banking Fees brochure.

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.

## 15. What do I do if I have a problem?

You must look after your credit cards, debit cards (including virtual cards), payment devices and cheques as these are valuable items and you have the responsibility for their safekeeping.

If you've lost your card but don't want to cancel it permanently (in case you find it again) you can place a temporary lock on the card or payment device through online banking of the Bankwest App. A temporary lock cannot be applied to a virtual card.

If you're certain the card is lost or stolen, call us straight away on 13 17 19.

### 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'.

### Outside Australia

If you're certain the card is lost or has been stolen, call us immediately on +61 8 9486 4130 to have it cancelled and arrange a replacement.

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

## 16. 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 giving your account details (BSB and account) number to the Merchant to charge your account at intervals agreed by you ("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.

A Direct Debit Request is different to a recurring payment which is where a merchant has accepted your credit or debit card details to charge your account at regular intervals.

## 17. 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.

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.

## 18. 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 Contact Centre or Message Us in the Bankwest App.

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

## 19. Account suitability advice

Bankwest provides a range of accounts which are suitable for low income earners including if you hold a Commonwealth Seniors Health Card, Health Care Card or Pensioner Concession Card.

We are committed to providing banking services which are inclusive of all people. If you tell us about your personal or financial circumstance, we will work with you to identify a suitable way for you to access and undertake your banking.

## 20. 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 Contact Centre on 13 17 19.

You can also make a complaint in the following ways:

- message us via our social media channels;
- leave a compliment or complaint via our website;
- by messaging us in the Bankwest App; or
- by calling our toll free number – 1800 650 111.

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 Care Team to review the matter. Contact them by writing to:

**Manager Customer Care**  
**GPO Box E237, Perth WA 6841**  
**Telephone: Freecall 1800 650 111**

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.

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:

**Australian Financial Complaints Authority**  
**GPO Box 3**  
**Melbourne VIC 3001**  
**Telephone: 1800 931 678**  
**Website: [www.afca.org.au](http://www.afca.org.au)**

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

## 21. 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.

## 22. 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.



[bankwest.com.au](https://bankwest.com.au)