

# Bankwest Term Deposits

# tddirect

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## Product Disclosure Statement

04 November 2016



making banking easier

## Product Disclosure Statement

This document comprises the Product Disclosure Statement (PDS) and the Terms and Conditions governing the Bankwest tddirect Term Deposit. This document also includes a Direct Debit Request Service Agreement (see page 21). An essential feature of the Bankwest tddirect Term Deposit is that you can transfer funds electronically from a Linked Account to the Bankwest tddirect account. To do so, you must sign a Direct Debit Request, which is part of the Account Authority or application form you have given us. The Direct Debit Request Service Agreement sets out the terms which apply to your Direct Debit Request.

You should read the PDS carefully and retain it for future reference. Copies of the PDS can be made available to you on request from our Customer Help Centre or can be viewed at [bankwest.com.au](http://bankwest.com.au).

You can contact us by calling our Customer Help Centre on **13 17 19** or by visiting **[bankwest.com.au](http://bankwest.com.au)**.



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# Part A – General Terms and Conditions

## 1. Words with Special Meanings

**account** means your Bankwest tddirect Term Deposit.

**attorney** is a person authorised under a power of attorney to act on your behalf.

**business day** means a weekday including local public holidays but excluding holidays observed on a national basis.

**Code** means individually and collectively a token code, token PIN or secure code.

**Customer Service Centre** means a Bankwest-branded Customer Service Centre

**Direct Debit Request** is what you sign as part of the Account Authority or application form that allows us to debit your Linked Account and credit your account.

**EFT system** means the system under which Linked Account Transfers are processed.

**electronic communication** refers to a message we send you electronically, in a form that you can keep.

**electronic equipment** includes, but is not limited to, a computer, TV or phone.

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

**joint account** is an account held in two names.

**Linked Account** is the account nominated by you in the Account Authority or application form, held in Australia with any financial institution (including us).

**Linked Account Transfer** is an electronic transfer of funds between your account and your Linked Account. If the transfer is a direct credit from your Linked Account, it is subject to the terms of the Direct Debit Request.

**Maturity Date** means the day that your investment finishes.

**Mistaken Internet Payment** means a payment through a 'Pay Anyone' internet banking facility where funds are paid into the account of an unintended recipient, being an individual, as a result of the BSB number and/or account number being incorrect due to an error by the person initiating the transaction or that person having been given the wrong BSB number and/or account number. This does not include:

- payments made using BPAY; or
- payments made using a facility designed primarily for use by a business and established primarily for business purposes.

**mobile device** means a mobile telephone or other small screen device which can be used to access the internet.

**PAN** is a Personal Access Number of up to ten characters that we give you so we can identify you.

**Renewal Date** means the day that your investment starts a new investment period after it has matured. This date will be the same as the maturity date of your previous investment period.

**secret code** means individually and collectively a user's PIN, token code, secure code and, token PIN, answers to your Secret Questions and SMS Code.

**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.

**Security Setting** means SMS Code Security and for certain transactions in Bankwest Online Banking, SMS Code Security and/or Secret Questions Security, as applicable.

**secure code** means a secret code you need, 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 6 – 10 characters or, if you have a security token, a ten digit code which is a combination of your token PIN and token code.

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

**service** is Bankwest Online Banking or Phone Banking, 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 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 you.

**token PIN**, if you have been provided with a security token, this means a four digit code which is chosen by you.

**unauthorised** means without your knowledge or consent.

**WST** means Western Australian Standard Time.

**we, us, the Bank or Bankwest** means, Bankwest, a division of the product issuer, 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 account holder nominated in the Account Authority or application form and, if more than one person comprises the account holder, this means each of them separately and all of them jointly. Any other grammatical form of the word 'you' has a corresponding meaning.



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

## 2. Your Agreement

When you open a Bankwest tddirect Term Deposit with us or when your Term Deposit is renewed, your agreement with us in relation to your account comprises:

- (a) this Product Disclosure Statement; and
- (b) the Certificate of Investment which you receive when you open your account;
- (c) the Account Authority signed by you, or in the event of renewal of your Bankwest tddirect Term Deposit account, the 'Reinvestment Notice' or the 'Confirmation Letter (where renewal instructions are given by you)

You should read each of these documents carefully.

## 3. About Bankwest tddirect Term Deposit

This account requires a minimum deposit of \$1,000. A maximum investment limit of \$5 million applies, unless we agree otherwise with you. This account is only available for either the 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 24, 36, 48 or 60 months term.

## 4. Account Services

Your account provides you with access to:

- (a) Bankwest Online Banking; and
- (b) Phone Banking.

Your use of the services is governed by Part B of this PDS.

## 5. Opening an Account

The account is available to personal customers only, aged 12 years or older. To open an account you must:

- have a current Direct Debit Request at all times (this enables us to transfer funds from your Linked Account to your account); and
- provide the other documents we ask for.

Where we conduct an identification check by non-electronic means, we may also ask you to:

- provide a copy of a statement from your Linked Account no more than six months old; and/or
- complete and sign the Account Authority or Application Form;

The account is not available to business customers, trustees or superannuation funds.

## 6. Joint Accounts

An account can't be opened in more than two people's names. For joint accounts the following applies:

- each of you must be authorised to operate the account alone;
- each of you must comply with the terms and conditions applying to the account as if it were in one name alone;
- should one of you die, we will treat the survivor as the account holder unless you have specified otherwise;
- unless we are otherwise required, we can send notices, statements and other documents (including a notice of a change to the terms and conditions applying to the account) by mailing them to either of you and they will be taken to have been given to both of you.

## 7. Your Liability for Joint Accounts

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 or both of you, for any liability arising from a failure to comply with any terms and conditions.

If you die or become bankrupt, your estate will be liable to same extent as you were. On the death of one of you, we will consider the survivor to be a continuing customer unless you have specified otherwise and any credit balance in the account will be paid to the survivor.

This is subject to the survivor satisfactorily completing the necessary documentation and us processing it.

## 8. Opening Deposits

To open your account you will need to make an opening deposit. Your opening deposit must be made by Linked Account Transfer (unless we agree that you may make your opening deposit by any other means), and must be made in Australian dollars.

You may not add a further sum to your Bankwest tddirect Term Deposit until its maturity date.

## 9. Mistaken Internet Payments

If a person reports that a Mistaken Internet Payment has been made from the person's account to your account:

- (a) you agree that we may inform that person's financial institution whether or not your account has sufficient credit funds to cover the payment;
- (b) provided there are sufficient credit funds in your account to cover the Mistaken Internet Payment and we are satisfied that a Mistaken Internet Payment has been made to your account:
  - (i) if the person made the report within 10 business days of making the payment, we may immediately debit your account for the amount of the Mistaken Internet Payment; and
  - (ii) if the person made the report between 10 business days and 7 months of making the payment, we may immediately freeze those funds and, after giving you 10 business days to establish that you are entitled to the funds, debit your account for the value of the Mistaken Internet Payment.

- (c) if we debit your account or otherwise receive funds from you for the value of the Mistaken Internet Payment, we will return the funds to the person or the person's financial institution.
- (d) if we are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds in your account, we will use reasonable endeavours to retrieve the funds from you.

## 10. Withdrawals

You can make a withdrawal from your account on maturity. Withdrawals can only be made by Linked Account Transfer.

You can't nominate your account in a direct debit request you give to another organisation or financial institution, or non-Bankwest-branded division.

## 11. Interest

Our interest rates are dependent on the term and date of your deposit, and are fixed for the term of your deposit.

The interest rate applying to your deposit is stated in the Certificate of Investment and is fixed for the term of your deposit.

However, in the event that your tddirect Term Deposit account is renewed automatically in accordance with clause 14.1 or in accordance with instructions you give, the interest rate applicable to your renewed tddirect Term Deposit account (which will be fixed for the term of that deposit) will be the interest rate stated in the Reinvestment Notice or in the letter confirming your instructions (i.e. Confirmation Letter), as relevant.

You may enquire about our current rates at any time by contacting our Customer Help Centre or by accessing **[www.bankwest.com.au](http://www.bankwest.com.au)**.

We calculate interest daily by multiplying the balance of your deposit by the interest rate and dividing the result by the number of days in the year.

For deposits which have a term of less than 12 months, interest is paid on maturity.

For deposits which have a term of 12 months or greater (or more), you may ask us when you lodge or renew your deposit to have interest paid monthly, quarterly, six monthly or annually (interest must be paid at least once a year and cannot be paid on maturity).

You may ask us to pay your interest:

- (a) by crediting it to your Linked Account; or
- (b) by adding it to the balance of your account at maturity.

If you do not lodge your Tax File Number (if you have one), or an appropriate exemption with us, by law we must deduct withholding tax at the highest marginal tax rate plus the Medicare Levy from the interest payable to you.

If we debit your account in reversing a Mistaken Internet Payment, we may adjust any interest debited or credited to the extent it is affected by the Mistaken Internet Payment.

## 12. Early Repayment

For Term Deposits opened or renewed on or after 18 December 2014 (other than an At Call Deposit) you may request the withdrawal of all or part of your funds prior to the maturity date provided that you give the Bank 31 days' notice. If your Term Deposit has less than 31 days to maturity, you will only be able to access funds on the maturity date. The notice period starts on the day you request withdrawal.

If you are experiencing hardship and need your funds before maturity, please contact one of our stores or your relationship manager.

If you withdraw all or part of your funds prior to the maturity date, your entitlement to interest in respect of the deposit will be reduced, according to when an early repayment is made as follows:

(a) interest on the amount repaid will, for the period until its repayment, be calculated at the Bankwest tddirect Term Deposit interest rate which would have applied had the deposit been lodged (or, in the event of a renewed deposit, renewed) for that period until its repayment, reduced by the percentage in accordance with the following table:

Term elapsed as part of Total Term	Rate reduced by
0% to less than 50%	1.20% p.a.
50% to less than 100%	1.00% p.a.

b) for any part of the deposit which is not repaid early, interest will continue to be calculated at the Bankwest tddirect Term Deposit interest rate which applied when the deposit was lodged (or, in the event of a renewed deposit, renewed).

**Example 1** – Request to withdraw the whole amount of a Term Deposit prior to Maturity (Full Repayment).

A 12 month term deposit is lodged for \$10,000 on 1 Jan 2015. The interest rate on the term deposit is 5.40%. Due to a change in circumstances the customer gives the Bank 31 days' notice and requests the Term Deposit be closed on 1 May 2015.

By 1 May 2015 the term deposit will have been lodged for 4 months or 120 days.

On 1 Jan 2015, we were offering 5.20% on Bankwest-branded term deposits for a period of 4 months.

The term elapsed as part of the Total Term (i.e. 4 months as part of the original 12 months) is 33%, therefore a reduction of 1.20% applies to the new rate.

The interest rate payable is 5.20% minus 1.20% which is 4.00%.

At prepayment on 1 May 2015 the interest payable is:  
 $\$10,000 \times 4.00\% \times (120 \text{ days} / 365 \text{ days}) = \$131.51$

If you request to withdraw funds prior to maturity, payment is effected 32 days after receipt of your request for withdrawal ('the payment date'). If the payment date falls on a non-business day, your payment may be effected the next business day. Funds paid on a non-business day may not appear on your statement or in a transaction listing until the next business day or the following business day.

If funds are to be credited to a Bankwest account the amount paid will be available for you to withdraw at our branches during opening hours or transfer via Bankwest Online Banking. Payments to accounts at other financial institutions, whilst effected on the payment date, may not be credited to your account until the other financial institution processes this transaction.

A request for withdrawal prior to maturity may be cancelled no later than one business day before the payment date. Requests for withdrawal prior to maturity can only be made one at a time.

### 13. Renewal Instructions

You may instruct us at any time during the term of your deposit, to renew it at its maturity. Renewal will be on the Terms and Conditions then applying to new Bankwest tddirect Term Deposits and it will be at our Bankwest tddirect Term Deposit interest rate applicable on the renewal date according to the term of the renewed deposit. The details of the renewed deposit will be confirmed in writing by Confirmation Letter. The Confirmation Letter will form part of your agreement with us in respect of the renewed deposit.

### 14. Maturity

We will automatically renew your deposit (including interest if applicable) if, by the maturity date, we have not received your instructions for renewal. We will renew your deposit on the same investment term as before, at our Bankwest tddirect Term Deposit interest rate applicable on the renewal date and on the Terms and Conditions then applying to new Bankwest tddirect Term Deposits.

We will send you a Reinvestment Notice giving you details of the renewal. You have a 7 calendar day grace period (from the maturity date of the original deposit) to ask us to change the renewal details. Where your Maturity Date is a non-business day, your deposit will mature on the next business day.

The following will apply to changes to the renewal details if made in the grace period:

- (a) If you add further funds to your deposit, we will pay interest on the new balance at the Bankwest tddirect Term Deposit interest rate applicable on the renewal date.
- (b) If you withdraw part or all of your deposit, we will pay you interest on the amount withdrawn at the Bankwest tddirect Term Deposit interest rate current on the renewal date for the period from the renewal date until the date of your withdrawal. We will pay interest on any remaining amount at the Bankwest tddirect Term Deposit interest rate applicable on the renewal date.



- (c) If you change the term of the deposit, the interest rate for the new term will be the Bankwest tddirect Term Deposit interest rate which would have applied to that term had the deposit been renewed for that term at the renewal date.

The details of the changes you request will be confirmed in writing by Confirmation Letter.

The Reinvestment Notice and if you instruct us to make changes to the details of the renewed deposit, the Confirmation Letter, will form part of your agreement with us in respect of the renewed deposit.

## 15. Powers of Attorney

If an account is to be:

- opened by an attorney on your behalf; or
- operated (including accessing information, transferring money into/out of the account and/or closing the account) by an attorney on your behalf;

you and the attorney must:

- complete and sign any documents we require; and
- provide us with any other documents or information we require.

If you appoint an attorney to open and/or operate your account, you must ensure that your attorney complies with the conditions of the account. We will tell you how an attorney can operate the account. Transactions performed by an attorney may be delayed until all required documents are received by us.

If you have authorised an attorney to operate your account, they must also be authorised to operate your Linked Account.

You must notify us in writing if the power of attorney is revoked.

If you appoint an attorney, any reference to 'you' in this document includes your attorney.

## 16. Linked Account

You must nominate a Linked Account in the Account Authority or application form to open and operate your account. Your Linked Account must be held in Australia by you with any financial institution (including us) and must be:

- in exactly the same name(s) as your Bankwest tddirect Term Deposit account; or
- if your Bankwest tddirect Term Deposit account is in a single name, in joint names one of which is exactly the same name as your Bankwest tddirect Term Deposit account.

If the Linked Account is held in joint names, all Linked Account holders must sign the Direct Debit Request on the Bankwest tddirect Term Deposit application form.

A withdrawal from your account can only be made to your Linked Account by Linked Account Transfer.

## 17. Change of Linked Account

You may change your Linked Account at any time.

If you close your Linked Account, you won't be able to make a Linked Account Transfer until you nominate a new Linked Account and give us a new Direct Debit Request.

Contact our Customer Help Centre and we'll tell you what to do. Your new Linked Account or requested changes will not take effect until verified by us. This may take up to ten business days.

## 18. Government Charges

We don't charge any bank fees, but if we incur any government tax, duty or other charge imposed by law in respect of the account or its operation, you must pay us an amount equal to the charge calculated in accordance with the methods prescribed from time to time by the relevant legislation. You authorise us to debit any such amount to the account.

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.

## 19. Changes to Terms and Conditions

Subject to Clause 25, we may at any time change the terms and conditions applying to your account.

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 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 close the account by written notice to us. We will notify you of changes as follows:

- If we introduce or increase a fee or charge or change the method of paying interest, we will give you notice of the change at least 30 days before the change takes effect, by press advertisement or by writing to you;
- If we make any other change we will give you notice of the change no later than the day on which it take effect, by press advertisement or by writing to you.

We will not notify you of any introduction or increase of any fee or charge made by any government.

## 20. Changes in Your Particulars

You must inform us immediately of a change in your name or address.

We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

## 21. Statements of Account

We will provide a statement of your account when you open and each time you renew the Term Deposit account.

You must check your statements and advise us of any errors or omissions.

## 22. Service of Notices

Whenever we send you a letter, notice or statement, we will do so by mail addressed to you at your last known address. For joint accounts, see Clause 6.

If you agree, we may communicate with you by:

- sending you an email; or
- posting the information for retrieval on our website after notifying you by email that it is available.

You may at any time, by notice to us, terminate your agreement to receive information by email or via our website or change your email address.

Should we provide you with information by any of the methods outlined in this clause, the notice will be deemed to have been received by you when the electronic communication enters either your or your internet service provider's information system.

## 23. Severance

If any part or provision of the terms and conditions 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 terms and conditions. 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.

## Part B – Account Access Conditions Of Use

### 24. Acceptance

These Conditions of Use apply to your use of Phone Banking and Bankwest Online Banking in connection with your account.

The first time you use one of the services after receiving these Conditions of Use will constitute your agreement to these Account Access Conditions of Use in respect of the service which is accessed.

### 25. Changes to These Account Access Conditions of Use

We can change any of these Conditions of Use at any time. Circumstances where we may make changes to these Conditions of Use 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 close the account by writing to the Customer Service Centre where your accounts are kept.

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 a service or the issue of an additional or replacement service;
- increases your liability for losses relating to Linked Account Transfers; or
- imposes, removes or adjusts a transaction limit applying to a service or your account.

Subject to any law, we will notify you of other changes no later than the day that the change takes effect by:

- a notice on or with your account statement; or
- publishing a press advertisement;

except where an immediate change is necessary to restore or maintain the security of the EFT System or your account.

## 26. Cancellation of Electronic Access

We may withdraw or deny access to the service or cancel access to the service or your 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.

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

We may suspend electronic access to your account at any time without notice if we consider a security issue has arisen which requires further investigation.

In the event that electronic access to your account is cancelled by you or us, you must, if relevant, halt the use of any security token and return it to us undamaged.

## 27. Phone Banking and Bankwest Online Banking

### 27.1 What is Phone Banking?

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

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

## **27.2 What can you do using Phone Banking?**

You can:

- obtain the balance of your account;
- make Linked Account Transfers (see Clause 28);
- enquire about transactions on your account;
- order a statement on your account;
- order a statement of interest for taxation purposes; and
- change a secure code.

## **27.3 How to use Phone Banking**

- use the PAN and your secure code. We will advise of them separately;
- Call Phone Banking on **13 17 18** for the cost of a local call Australia wide. Calls from mobile phones and calls made from overseas are charged at the applicable rate;
- enter your PAN;
- enter your secure code; and
- follow the instructions given.

## **27.4 What is Bankwest Online Banking?**

Bankwest Online Banking is a facility provided by us which enables you to make enquiries and effect transactions over the Internet on your account using your PAN and secure code.

## **27.5 What can you do using Bankwest Online Banking?**

You can:

- obtain the balance of your account;
- make Linked Account Transfers;
- enquire on transactions on your account; and
- change a secure code.

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 27.5 will be available when accessing Bankwest Online Banking using a mobile device, and other functions may operate with a reduced level of functionality.

## **27.6 How to use Bankwest Online Banking**

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

If you are logging on for the first time and you do not have a security token, you will be required to change your issued secure code to an alphanumeric code of 6 – 10 characters with at least one letter and one number. If you are logging on for the first time and have been issued with a security token, you 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 Secured 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 Secured 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 26.5, or
- applications (e.g. Android application or Apple application) authorised by us for use on mobile devices.

## **27.7 Internet security**

When you use Bankwest Online Banking you must make sure that you take all reasonable steps to protect the security of your electronic equipment, any security token issued to you, and your secure code. This includes, but is not limited to:

- ensuring that, if and when the secure code is changed, the numbers and letters which are chosen cannot be easily identified e.g. it has no obvious pattern (patterns



such as 1234A, 1111A, and ABCDEF are too obvious) and has no connection with you (such as a birthday, telephone number, car registration, or postcode);

- ensuring your computer is free of viruses;
- ensuring your computer is not left unattended while you are logged on to Bankwest Online Banking;
- ensuring your computer is free of any form of password recording program or mechanism;
- ensuring that you shut down all browser windows used to gain access to Bankwest Online Banking and that the 'back' function or similar function cannot be used to trace your activities.

The security guidelines in this subclause provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Clause 29 of these Conditions of Use and the ePayments Code.

### **27.8 Access and restriction of access to services**

Access to Phone Banking and/or Bankwest Online Banking may not be available from some States, Territories or 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.

We will try (without any legal obligation) to provide our services on a 24-hour continuous basis. However, circumstances may not always make this possible.

If our services cannot be accessed at any time, please advise our Customer Help Centre to help us to investigate the reason.

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.

Subject to clause 30.5, 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.

## **27.9 Other matters**

For each Linked Account Transfer, we will issue a receipt number.

When we have instructions for more than one Linked Account Transfer from your account to your Linked Account we may determine the order of priority in which the transfers are made.

We do not guarantee to give effect to any Linked Account Transfers received via services. We may delay and/or refuse to give effect without notifying you.

The circumstances in which instructions will not be processed include, but are not limited to:

- when the conditions of use of your account prohibit the payment(s); or
- when your account has insufficient available funds to cover the intended payment(s).

## **27.10 Your Security Setting**

Your Security Setting provides additional security where you 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 Terms and Conditions, 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 the Customer Help Centre on 13 17 19.

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 Terms and Conditions, 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 transactions in Bankwest Online Banking.

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 may be suspended or limited and will not apply until we reactivate it. Call the Customer Help Centre.

## **28. Linked Account Transfers**

### **28.1 Daily Linked Account Transfer Limit**

The maximum aggregate amount of Linked Account Transfers to your Linked Account which you may instruct us to make on any business day is \$2 million.

## **28.2 Cancelling a Linked Account Transfer**

We are not obliged to cancel a Linked Account Transfer once we have accepted the instruction to make it. In some cases it may be possible to cancel an initiated Linked Account Transfer.

## **28.3 Processing Linked Account Transfers**

Generally, a Linked Account Transfer, whether from or to your account, will be made:

- on the date we are told to make that Linked Account 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.

Funds transferred by Linked Account Transfer may not be available on the day the Linked Account Transfer is made. Please refer to Subclauses 28.4 and 28.5 for further details.

## **28.4 Deposits by Linked Account Transfer**

When you make a deposit to your account by Linked Account Transfer, the amount of the deposit will be credited to your account when received by us but it will not be available to you for three business days.

## **28.5 Linked Account Transfers to your Linked Account**

Delays may occur in processing a Linked Account Transfer to your Linked Account should the financial institution at which your Linked Account is held not comply with its obligations in respect of the Linked Account Transfer.

That financial institution will also determine the availability of funds when a Linked Account Transfer is made to your Linked Account. Please check with that financial institution for standard clearance times.

If we are advised that a Linked Account Transfer to your Linked Account cannot be received by the financial institution at which the account is held, we will:

- advise you of this;
- credit your account with the amount of the Linked Account Transfer; and

- take all reasonable steps to assist in making another Linked Account Transfer as quickly as possible.

## 29. Protection of Your PAN, Code and Security Token

You must protect your PAN, Code, and where issued, your security token, to prevent unauthorised access to your account. You must take care to ensure that your PAN, Code, and security token are not misused and your Code is not seen or becomes known to anyone else.

### 29.1 Guidelines

This clause contains guidelines which you should follow to guard against unauthorised use of your Code, and, where issued, your security token.

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 Clause 30 of these Conditions of Use and the ePayments Code.

#### (a) To protect a Code

- Where a Code is issued by us, memorise the Code when you receive it. Once memorised, destroy our notice of the Code. If you forget your Code you may apply to us for it to be reissued.
- If you are given the option to select a Code, you should not select a Code which represents a name, date, telephone number, car registration or anything else that could be associated with you, or which has an easily retrievable combination (such as repeated numbers or letters).
- Never tell or show a Code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- Do not record a Code on a computer or telephone or related articles without making a reasonable attempt to disguise the Code.

- Do not keep a record of a Code with any document containing the reference number for your accounts or with other account information such as statements.
- Do not access Phone Banking or Bankwest Online Banking from a facility where the details you enter may be recorded by a third party, e.g. a hotel telephone or computer at an internet cafe.
- If you suspect that someone else may know a Code or that an unauthorised person is using a Code, you should contact us immediately.
- If you have been issued with a security token, do not record a Code on the security token.

(b) To protect a 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 your account number, PAN or 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 your account or with other account information such as statements.
- Do not lend the security token to anyone, or permit anyone to use the security token.

(c) We do not consider the following to be reasonable attempts to disguise a Code

- Reversing its sequence.
- Describing the disguised record as a Code record.
- Disguising it as a telephone number where no other numbers are recorded.
- Disguising it as a telephone number, postcode, amount or date with the Code in its correct sequence within the number.

- Disguising it using alphabetical characters i.e. A=1, B=2, C=3, or in any other easily understood code.
- Recording it as a series of numbers or letters with any of them marked to indicate the Code.

You must not use any other forms of disguise which are similarly unsuitable because another person can easily work out the Code.

## **29.2 Reporting a breach of security**

If you have been issued with a security token and it is lost, stolen or used without authorisation, or your Code becomes known to someone else, you must immediately tell us by calling our Customer Help Centre on the following number: **13 17 19** (24 hours).

We will acknowledge receipt of your call by giving you 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 is unavailable and this prevents you notifying us, you will not be liable for any unauthorised transactions which could have been prevented during this period if the telephone number had been available, provided we are notified within a reasonable time of the Customer Help Centre becoming available again.

## **30. Liability for Unauthorised Linked Account Transfers**

This clause deals with liability for Linked Account Transfers which are carried out without your knowledge and consent.

### **30.1 Authorised transactions**

You are liable for all Linked Account Transfers carried out in respect of your accounts with your knowledge and consent.

### **30.2 When you are not liable**

You will not be liable for losses in respect of your account caused by an unauthorised Linked Account Transfer:

- resulting from unauthorised use of a security token or a Code (as relevant) before you have received it;

- after we receive notification that your security token has been misused, lost, or stolen, or a Code has become known to someone else;
- relating to your PAN, Code, or security token (as relevant) being forged, faulty or cancelled (where relevant);
- caused by the fraudulent or negligent conduct of employees or agents of us or any organisation involved in the provision of the EFT system;
- where it is clear that you have not contributed to the loss; or
- caused by the same transaction being incorrectly debited more than once to your account.

### **30.3 When you are liable**

Where we prove on the balance of probabilities that you have contributed to losses in respect of your account resulting from an unauthorised Linked Account Transfer by:

- your own fraud;
- in all cases except where the unauthorised Linked Account Transfer was made using Bankwest Online Banking and you have been issued with a security token) voluntarily disclosing your secure code to anyone, including a family member or friend;
- (where the unauthorised Linked Account Transfer was made using Bankwest Online Banking and you have been issued with a security token) voluntarily disclosing your token PIN and showing your security token or otherwise disclosing the token code to anyone, including a family member or friend; (where the unauthorised Linked Account Transfer was made using Bankwest Online Banking and you have been issued with a security token):
  - voluntarily disclosing your token PIN; or
  - showing your 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;



- (where the unauthorised Linked Account Transfer transaction was made using Bankwest Online Banking and you have been issued with a security token indicating your token PIN on your security token, or keeping a record of your token PIN (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with your security token that are liable to be lost or stolen simultaneously with your security token;
- where you do not have a security token) keeping a record of your secure code (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles that are liable to be lost or stolen simultaneously;
- changing or selecting a Code which represents your birth date or a recognisable part of your name; or
- acting with extreme carelessness in failing to protect the security of your Code;

you will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of your security token, or breach of the security of a Code; or by:

- unreasonably delaying notifying us of the unauthorised use, loss or theft of the security token, or that a Code has become known to someone else;

you will be liable for the losses which occur between when you became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen security token) and when we were actually notified. Unless otherwise determined by the ePayments Code, 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; and
- that portion of the loss on your account which exceeds the balance of your account.

### **30.4 When your liability is limited**

Where a Code was required to perform the unauthorised Linked Account Transfer and Clause 30.3 does not apply, your liability for any loss in respect of your account arising from an unauthorised Linked Account Transfer, if the loss occurs before you notify us of the unauthorised use, loss or theft of the security token or the Code becoming known to someone else, is the lesser of:

- \$150;
- the balance of your account; or
- the actual loss at the time we are notified of the misuse, loss or theft of the security token, or the 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 Code, security token or your account).

### **30.5 When the electronic banking system or EFT terminal breaks down**

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

If our system or our equipment malfunctions and you 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 account and refunding any charges or fees imposed on you as a result.

## Part C – Other Important Information

### 31. ePayments Code

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

### 32. Code of Banking Practice

The Code of Banking Practice applies to your account.

General descriptive information about our banking services is available on request in the form of our 'Banking Services Rights and Obligations' brochure. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, 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.

### 33. Tax File Number (TFN)

It isn't 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.

### 34. Procedures for Handling Errors and Disputed Transactions

#### 34.1 Tell us if you have a problem

If your complaint relates to a Linked Account Transfer, please refer to Clause 34.2.

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:

- by calling our toll free number – **Freecall 1800 650 111**;
- by completing our feedback form; or
- by visiting [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're 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 time frames) 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 Australia ('FOS').

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 by phoning our Customer Help Centre on **13 17 19**.

The FOS's contact details are as follows:

**Financial Ombudsman Service Australia**

**GPO Box 3**

**Melbourne VIC 3001**

**Telephone: 1800 367 287**

**Fax: (03) 9613 6399**

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

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

## 34.2 Concerns relating to Linked Account Transfers

If you believe a Linked Account Transfer is wrong or unauthorised or you think there is something wrong with an entry on an account statement you must tell us immediately by:

- telephoning our Customer Help Centre on **13 17 19**;
- logging on to [bankwest.com.au](http://bankwest.com.au) and following the procedures it sets out for disputing a transaction;
- writing to us at the address shown on your 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 transactions you are querying.

### Our investigations

We will notify you of the name and contact number of the officer investigating your dispute.

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, 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 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 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.

## **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 account has been incorrectly debited or credited we shall adjust your 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 the 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 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.

### **If you are not satisfied**

If you are not satisfied with our findings, you may request our Customer Relations Department to review the matter. If you then remain unsatisfied, you can seek assistance from the Financial Ombudsman Service ('FOS').

For the contact details of each of our Customer Relations Department and the FOS, see Clause 34.1.

### **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 the disputed transaction.

## 35. Financial Claims Scheme

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances.

Payments under the scheme are subject to a limit for each depositor.

Information about the Financial Claim Scheme can be obtained from <http://fcs.gov.au>.

## 36. Additional Obligations

Bankwest may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (e.g. 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.

# Bankwest tddirect Term Deposit Direct Debit Request Service Agreement

1. Bankwest, a division of Commonwealth Bank of Australia, will arrange for funds to be debited to your Linked Account as authorised in the Direct Debit Request.
2. We will give you at least 14 days written notice if we propose to vary the terms of this agreement or the Direct Debit Request.
3. If you wish to defer any debit payment or alter any of the details in the Direct Debit Request, you must either contact the Bankwest Customer Help Centre on **13 17 19** or write to Bankwest at the following address: **GPO Box W2072, Perth WA 6846**.
4. If you wish to stop individual debit payments or cancel the Direct Debit Request you must give at least 7 days written notice to Bankwest Back Office Support. You may also call the Bankwest Customer Help Centre on **13 17 19**.

All requests for stops or cancellations may be directed to us or the institution with which you hold your Linked Account.

5. If you have any queries concerning debit payments or dispute any debit payments from your Linked Account, you should notify us by calling the Bankwest Customer Help Centre on **13 17 19**. Claims may also be directed to the institution with which you hold your Linked Account.

Details of the claims process are set out in Part C of this document.

6. Direct debiting is not available on the full range of accounts at all financial institutions. If in doubt, you should check with the financial institution with which you hold your Linked Account before completing the Direct Debit Request.




7. You should ensure that the Linked Account details given in the Direct Debit Request are correct by checking them against a recent statement from the financial institution at which the account is held.
8. It is your responsibility to have sufficient cleared funds available in your Linked Account to enable debit payments to be made in accordance with the Direct Debit Request.
9. If a debit payment falls due on any day which is not a business day, the payment will be made on the next business day. If you are uncertain as to when a debit will be processed to your Linked Account, please contact the financial institution at which the account is held.
10. Except where the terms of your account permit disclosure and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed debits, or is otherwise required or permitted by law, we will keep details of your account and debit payments confidential.


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