



Traditional Credit Union (TCU)

# Terms and Conditions Brochure

[www.tcu.com.au](http://www.tcu.com.au)

ABN 50 087 650 922  
AFSL/Australian Credit Licence 244 255  
Version 10, 18th March 2016

# Contents

<b>TCU Products and Services</b> .....	<b>7</b>
<b>PART 1</b> .....	<b>7</b>
<b>1. Opening Your Account</b> .....	<b>7</b>
<b>2. Joint Account</b> .....	<b>8</b>
<b>3. Trust Account</b> .....	<b>8</b>
<b>4. Other Account Documents Required</b> .....	<b>9</b>
4.1 Sole Traders .....	9
4.2 Partnerships .....	9
4.3 Companies .....	9
4.4 Body Corporate, Clubs and Societies (Incorporated Associations) .....	9
4.5 Unincorporated Association (Unregistered) .....	10
4.6 Government Departments .....	10
<b>5. Tax File Number (TFN), Australian Business Number (ABN), Australian Company Number (ACN)</b> .....	<b>10</b>
<b>PART 2</b> .....	<b>10</b>
<b>Operating Your TCU Savings/Investment Account</b> .....	<b>10</b>
<b>6. Terms and Conditions Acceptance</b> .....	<b>10</b>
<b>7. Authority to Operate the Account</b> .....	<b>11</b>
7.1 Third Party Authorities/Additional Authorities and Power of Attorney .....	11
7.2 Authority Disputes .....	12
<b>8. Deposit Options</b> .....	<b>12</b>
8.1 Cheque deposits .....	12
8.2 Direct Credit .....	13
8.3 Third Party Cheque Deposits .....	13
8.4 Available Funds .....	13
8.5 Cheque Clearance and Dishonours .....	13
8.6 Special Clearance Request .....	13
<b>9. Withdrawal Options</b> .....	<b>13</b>
9.1 Cash Withdrawal from a Branch .....	14
9.2 Cheque Facility .....	14
9.3 Corporate Cheques .....	14
9.4 Periodical / Automatic Payment .....	14

9.5 Cheque Stop Payment.....	14
9.6 Direct Debits & Paypal.....	14
9.7 External Transfers.....	15
9.8 Internal Transfers.....	16
9.9 Cash from an ATM or EFTPOS within Australia or Overseas using your Card.....	16
9.10 Other Information.....	16
<b>10. Fees, Charges and Interest.....</b>	<b>16</b>
10.1 Government Charges.....	16
10.2 Interest Calculation.....	17
<b>11. Statements.....</b>	<b>17</b>
<b>12. Overdrawn Account.....</b>	<b>17</b>
<b>13. Inactive/Dormant Accounts.....</b>	<b>18</b>
<b>14. Closing Your Account.....</b>	<b>18</b>
<b>15. Stopping a Joint Account.....</b>	<b>18</b>
<b>16. Service Disruption.....</b>	<b>18</b>
<b>PART 3.....</b>	<b>18</b>
<b>17. Account Specific Terms and Conditions.....</b>	<b>18</b>
17.1 Savings Account – S1.....	19
<b>S8 – Fee Saver Account.....</b>	<b>19</b>
17.2 Budget Account – S2.....	20
17.3 Christmas Club Account – S3.....	20
17.4 Student Account – S6.....	20
17.5 Loan Savings Account – S7.....	21
17.6 Family/Clan Account – S4.....	21
17.7 30 Day At Call Account – S5.....	21
17.8 Community Group Account – S29.....	22
17.9 Term Deposit Accounts.....	22
17.10 Business Low Usage Account S24.....	24
17.11 Business Medium Usage Account S25.....	24
17.12 Business High Usage Account S26.....	24
17.13 VIP Business Account S23.....	25
17.14 Community Council Account S28 (No longer available for Sale).....	25
17.15 Business Account S30 (No longer available for sale).....	26
<b>18. Electronic Access.....</b>	<b>26</b>
18.1 Definitions.....	26

18.2 Other Agreements.....	28
18.3. Warranty that ePayments Code applies to TCU.....	28
18.4. Electronic Access Method.....	28
18.5. Control of transactional limits.....	28
18.6 TCU will provide you with an access method.....	29
<b>18.7 Security of access method.....</b>	<b>29</b>
18.8 Loss or theft access method.....	29
18.9 Cards.....	30
18.10. Operating electronic equipment.....	31
18.11 Conditions of use.....	31
<b>18.12 Transaction Records.....</b>	<b>32</b>
18.13. Statement of accounts.....	32
18.14 Liabilities for an authorised transaction.....	32
18.15 Authorised transactions.....	32
18.16 Unauthorised transactions.....	32
18.17 Liability caused by equipment malfunction.....	34
18.18 Error or dispute resolutions.....	35
18.19 Changes to these conditions of use.....	35
18.20 When a notice is effective.....	35
18.21 Rights exercisable.....	36
<b>19. BPAY®.....</b>	<b>36</b>
19.1 Definitions.....	36
19.2 Using BPAY.....	37
19.3 What happens if I make a payment error?.....	37
19.4 BPAY Cut Off Times.....	37
19.5 Can a BPAY transaction be cancelled?.....	37
19.6 What happens if a Biller cannot process a payment?.....	37
19.7 Transaction Receipt Numbers.....	38
19.8 Security Breaches.....	38
<b>20. Online Banking.....</b>	<b>38</b>
20.1 Things you can do with Internet Banking.....	39
20.2 How to use Internet Banking.....	39
20.3 Transaction Receipt Numbers.....	40
20.4 Correcting a Mistake.....	40
20.5 BPAY®.....	40
20.6 Future Dated BPAY Payments.....	40
20.7 Incorrect BPAY Amounts.....	40

20.8 BPAY Payments and System Cut-Off Times .....	41
20.9 External Transfers .....	41
20.10 Internal Transfers.....	42
20.11 Password Security .....	42
20.12 Unauthorised Transactions.....	42
20.13 Use of Online Banking .....	42
20.14 Spyware.....	43
20.15 Security Warning.....	43
20.16 Accuracy.....	43
20.17 Times When Online Banking is not available .....	43
20.18 Fees and Charges.....	43
20.19 The ePayments Code .....	43
<b>20b. TCU Mobile Banking and Mobile App.....</b>	<b>44</b>
1. Mobile Banking.....	44
2. Register for Access.....	44
3. Initial Password .....	44
4. Notify .....	44
5. Reasonable Precautions .....	44
6. Cancel.....	44
7. Access to your Accounts .....	45
<b>21. Phone Banking.....</b>	<b>46</b>
21.1 How to Access Phone Banking .....	47
21.2 Access Codes and Security .....	47
21.3 Call Costs.....	47
21.4 Available Services.....	47
21.5 How to use Phone Banking.....	48
21.6 Equipment Operation.....	48
21.7 Transactions Limits .....	49
21.8 Third Party Authority .....	49
21.9 Transfers between TCU Accounts.....	49
21.10 BPAY@.....	49
21.11 Transaction Receipt Numbers.....	49
21.12 Liability.....	50
21.13 Fees and Charges.....	50
21.14 Termination.....	50
21.15 The ePayments Code .....	50
<b>22. Member Cheques .....</b>	<b>50</b>

22.1. Acceptance.....	50
22.2. Signatory Identification.....	50
22.3. Fees and Charges.....	50
22.4 Nominated Account.....	50
22.5 Cheque Book Account Name.....	50
22.6 Cheque Books.....	50
22.7 Presenting Cheques.....	52
22.8 Available Funds.....	52
22.9 Cheque Honouring.....	52
22.10 Cashing Cheques.....	52
22.11 Dishonouring a Cheque.....	52
22.12 Overdrawing Your Account.....	52
22.13 Stop Payment.....	53
22.14 Lost/Stolen Cheque Book.....	53
22.15 Withdrawing/Suspending Your Cheque Book.....	53
22.16 Cancelling Your Cheque Book.....	53
22.17 Subject to Approval.....	53
22.18 Variation of Terms and Conditions.....	53
22.19 Reduce the Risk of Fraud.....	54
22.20 Cheque Definitions.....	54
<b>23. Personal Loans.....</b>	<b>55</b>
<b>Part 4.....</b>	<b>56</b>
<b>24. General Information.....</b>	<b>56</b>
24.1 The ePayments Code.....	56
24.2 Changes to Terms and Conditions.....	56
24.3 Change of Details.....	56
24.4 Notification.....	57
24.5 Account Switching.....	57
24.6 Copies of documents.....	57
24.7 Lodge a Complaint and Complaints Resolution.....	57
24.8 Customer Owned Banking Code of Practice.....	58
24.9 Privacy.....	59
24.10 Fraudulent Conduct.....	59
24.11 Anti Money Laundering.....	59
24.12 How to Contact Us.....	59

# TCU Products and Services

This brochure contains the Terms and Conditions applicable to all TCU Savings and Investment accounts and related services.

TCU complies with the requirements of Australian Privacy Principles, Customer Owned Banking Code of Practice and the ePayments Code of which are available on request at any of our branches.

The following Terms and Conditions outline the information you need to know when operating and accessing a TCU Savings or Investment account. They are provided to disclose all aspects of TCU's Savings and Investment accounts to ensure they are clearly understood.

When you open a TCU Personal Account you will be offered several access options such as a Card, Online (Internet) Banking, Phone Banking and Cheque facilities. Terms and Conditions for all access options are included in this brochure.

This PDS provides information about Traditional Credit Union's accounts and services to assist you to make an informed decision about these types of products. Use in conjunction with:

- TCU Interest Fees and Charges Brochure
- Products & Services Product Disclosure Statement (PDS)

**TCU's BSB number is 704-062.**

If you require any further information in relation to any of the details contained in this brochure please contact us by either phoning 8999 0777 or visiting your local branch. This brochure forms part of the PDS – Traditional Credit Union Products & Services Products Disclosure Statement (PDS) along with the Interest, Fees & Charges brochure.

**By opening a TCU account or using a service provided by TCU you become bound by these terms and conditions.**

TCU is committed to working with Indigenous Australians to ensure they are able to fully participate in the economic development of their communities, by providing access to culturally appropriate financial services.

TCU prides itself on providing a working environment that is culturally appropriate for Indigenous staff. Many of the recruitment practices that are followed are designed to ensure that Indigenous applicants have the best possible chance of success both in gaining employment and maintaining it.

## Part 1 - 1. Opening Your Account

Customer Identification Procedures and Anti Money Laundering under the Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Act 2006 TCU are required to obtain suitable identification from you before we can open an account.

The AML/CTF Rules contain a non-exhaustive list of documents that are deemed to be reliable and independent for the purposes of verification.

# Part 1 - 1. Opening Your Account

These include:

- original primary photographic identification documents;
- original primary non-photographic identification documents; and
- original secondary identification documents.

Acceptable forms of identification also include Identification by 2 of the following people:

- A Recognized Community Elder
- An Elected Member of the Shire
- A staff member of the Northern Land Council

TCU require that, at a minimum, the following must be collected and verified:

- The customer's full name
- The customer's date of birth and
- The customer's residential address.

TCU will not allow a person/signatory to operate on an account until his or her identity has been verified in accordance with the procedures mentioned above. **TCU does not open accounts for Non Residents.**

## 2. Joint Account

A joint account is held by more than one person. All account holders need to agree on who has access to the account and how. This advice is collected on the account application form.

If a joint holder dies, the funds in the account belong to the remaining party/parties.

In the event of any other person becoming entitled to a deposit in consequence of the death or bankruptcy of any depositor, that person may, upon producing such evidence as is reasonable to prove his/her entitlement execute a transfer of such deposit.

The joint account cannot be accessed if any one of the account holders asks TCU in writing to stop transactions and TCU agree. After that, all account holders must agree in writing to any further transactions being done on the account.

## 3. Trust Account

A trust account can be opened on request:

- Where one or more persons opens an account in which they are named as trustee for another person(s). e.g. trust account held for a child by the parent
- By trustees under a will
- By trustees for clubs and other organisations.



## 3. Trust Account

On opening an account for another person the trustee will be required to provide AML identification as specified in section 1. In all other circumstances a copy of 'formal' trust document will be required as well as a certified copy of the current Certificate of Registration of a company (where Trust is a company).

Only the trustee is able to operate on the account. The beneficiary does not have authority to access funds in the account.

## 4. Other Account Documents Required

### 4.1 Sole Traders

The following documents are required;

- Current Certificate of Business Registration
- All signatories will be required to supply AML identification.

### 4.2 Partnerships

The following documents are required;

- The partnership agreement or extract of the partnership agreement.
- Current Certificate of Business Registration
- All signatories will be required to supply AML identification.

### 4.3 Companies

The following documents are required;

- Current Certificate of business Registration.
- Whether the company is registered by ASIC as a public company.
- Australian Company Number (ACN) or Australian Business Number (ABN registered business/company).
- An original or certified copy of Memorandum and Articles of Association or constitution
- All signatories will be required to supply AML identification.

### 4.4 Body Corporate, Clubs and Societies (Incorporated Associations)

The following documents are required;

- Current Certificate of Incorporation.
- Information provided by ASIC.
- Information provided by the State, Territory or overseas body responsible for the incorporation of the association.
- An original or certified copy of the rules or constitution of the association.
- An original or a certified copy of an extract of the rules or constitution of the association.
- All signatories will be required to supply AML identification.

## 4. Other Account Documents Required

### 4.5 Unincorporated Association (Unregistered)

The following documents are required;

- An original or a certified copy of the rules or constitution of the association.
- An original or certified copy of the minutes of the meeting or an extract of the minutes of meeting of the association.
- An original or a certified copy of an extract of the rules or constitution of the association.

### 4.6 Government Departments

The following document is required;

- A certified copy of the letter of delegated authority for opening an account.

## 5. Tax File Number (TFN), Australian Business Number (ABN), Australian Company Number (ACN)

Collection of TFN's, ABN's and/or ACN's is authorised by law. It is not compulsory to quote your TFN, ABN and/or ACN however, should you choose not to quote it withholding tax will be deducted from any interest credited to your account.

More information about the use of TFN's, ABN's and/or ACN's for taxation purposes can be obtained from the Australian Taxation Office.

Please note, after 21 July each year, the law prevents TCU from refunding any tax deducted in the previous financial year. For further information please contact the Australian Taxation Office.

## *Part 2* - Operating Your TCU Savings/Investment Account

### 6. Terms and Conditions Acceptance

You accept the terms and conditions of your account when you:-

- sign and return any TCU forms stating your acceptance of the Terms and Conditions
- transact on your account
- use or sign for a transaction card we have issued you

## 6. Terms and Conditions Acceptance

- draw or sign a cheque on your account
- use Phone Banking and/or Online Banking

## 7. Authority to Operate the Account

All persons authorised to operate on a TCU savings account must sign the application form when opening the account.

An authority to operate will remain in force until TCU receive written notice of cancellation or written notice of the death of a person granting the authority and that written notice has been processed by us. All surviving account holders must sign the notice of cancellation. We may require a new authority to operate before we allow further operation on the account.

The authority to operate will state the method of operation for the account. This may be:

Individual

- Either – Any account holder or signatory to sign
- Both of us – For joint accounts both account holders must sign
- All Signatories - All account holders and signatories to sign; or
- Another method which you specify and which is acceptable to us.

### 7.1 Third Party Authorities/Additional Authorities and Power of Attorney

As an account holder you can authorise another person(s) or third party to operate one or all your accounts. Subject to the terms of your account all signatories (including the third party / additional signatories) who have signed the signatory card/application form are authorised to:

- Transact (make deposits and withdrawals) on your account.
- Cancel cheques.
- Authorise BPAY, periodical payments and direct debits.
- Use electronic and other access to your account.

The authority to operate will state the method of operation for the account. This may be:

- Either of us – Any account holder or signatory to sign
- Both of us – For joint accounts both account holders must sign
- All Signatories - All account holders and signatories to sign; or
- Another method which you specify and which is acceptable to us.

Should a card be issued on an account, the method of operation for the account will be any account holder or signatory to sign.

## 7. Authority to Operate the Account

All signatories and account holders are bound by TCU's Terms and Conditions. The appointment will cease once we are notified of your death or that you have become mentally incapacitated or in the case of a business, resignation or change of role of the authorised signatory.

You can appoint a person to be your attorney under a **Power of Attorney** to transact on your account. The original Power of Attorney document is required prior to granting access to an account/product by the "Attorney". You must tell us as soon as possible if you cancel or revoke the Power of Attorney.

A Third Party / Additional Authorised Person /Power of Attorney is appointed by you at your own risk. You are responsible for any transactions that person makes on your behalf, even if you do not know about them.

An access code, password or access method will be issued to the appointed person if you have authorised a third party to operate your account. (You must not give your telephone access code, any password or other secret code or access method we give you to the appointed person or anyone else).

TCU is not responsible for a Third Party / Additional Authorised Person / Power of Attorney or the way that a Third Party/Additional Authorised Person/Power of Attorney accesses an account / product. Subject to law, TCU is not liable for any loss or damage caused by a person you have authorised to operate on your behalf.

### 7.2 Authority Disputes

If TCU are notified about a dispute on an authority to operate by the owner(s) of an account, we may refuse to any further operation until all parties concerned have signed the necessary authority.

## 8. Deposit Options

**Deposits made to accounts are not available until TCU receive and process them and any cheques contained therein are cleared.**

You can deposit funds into your TCU account(s) in the following ways:

- Cash and Cheque at any TCU branch
- Phone and internet banking
- Automatic Direct Credit (i.e. payroll credit)
- Direct Debit Request (DDR)
- Posting cheques with a completed deposit slip to TCU PO Box 40425 Casuarina NT 0811

### 8.1 Cheque deposits

Cheque deposits can be made at any TCU Branch.

## 8. Deposit Options

### 8.2 Direct Credit

Your salary or other regular payments can be credited to your nominated TCU account(s).

TCU is not liable for any delays that occur in processing a direct credit.

### 8.3 Third Party Cheque Deposits

Cheques being deposited into a TCU account should only be made payable to the person (s) or company as per the account name.

TCU will not accept a third party cheque.

### 8.4 Available Funds

The available balance of your account is the amount of cleared funds you are able to draw on.

### 8.5 Cheque Clearance and Dishonours

When you deposit a cheque to your account in most cases the funds will not be available for use until the cheque has cleared. TCU will allow you to withdraw or use the funds deposited after the 5th working day.

### 8.6 Special Clearance Request

If you require immediate access to funds of a cheque deposit, you can request a 'special clearance' when you deposit the cheque into your account. The request is to be made at the TCU branch you are depositing the cheque. TCU will advise you how long it will take for the cheque to clear and the special clearance fees that may apply. A special clearance can only be arranged at the time of deposit.

### 8.7 Overseas Cheques

Taken on a collection basis only. Generally take 6-8 weeks to clear. Collection fees apply.

## 9. Withdrawal Options

**You can withdraw funds from your TCU account(s) in the following ways:**

- Cash from an ATM or EFTPOS within Australia or Overseas using your Card
- Cheque
- Corporate Cheque
- Internal funds transfer between TCU accounts (Phone and Online Banking)

# 9. Withdrawal Options

- External funds transfer using Online Banking
- BPAY (Telephone and Online Banking)
- TCU Mobile Money App
- Periodical / Automatic Payment
- Direct Debit Request / PayPal
- Cash Withdrawals from a branch

Daily transaction limits on the value of withdrawals made using different access methods on any one day apply.

## 9.1 Cash Withdrawal from a Branch

Cash can be drawn from your savings accounts at any TCU branch provided you show us satisfactory identification. 24 hours' notice is required for withdrawals greater than \$2000.

## 9.2 Cheque Facility

Issue of this facility is subject to TCU's approval.

## 9.3 Corporate Cheques

If you do not have a Cheque Facility on your account and require a cheque for payment, a corporate cheque can be prepared from your account.

## 9.4 Periodical / Automatic Payment

Periodical / Automatic payments can be set up to debiting an eligible account with a fixed amount at regular fixed intervals. Sufficient cleared funds are required in the account to be debited the day before the periodical payment is due. If your periodical payment is due on a non-business day, it will be processed on the immediate business day after.

## 9.5 Cheque Stop Payment

You may request in writing for the payment of a cheque to be stopped. TCU must receive clear instructions from you and the following details must be provided:

- Account number where the cheque was drawn from
- Cheque number
- Amount of the cheque
- Name of payee
- Date the cheque was drawn

## 9.6 Direct Debits & Paypal

You can instruct an authorised supplier to debit funds from your TCU savings account. To set up a direct debit contact the supplier and ask them to send you a direct debit authority. Your account details including TCU's BSB (704-062) will be required.

## 9. Withdrawal Options

A direct debit is a convenient and efficient method for making a variety of payments but is usually best suited to small to medium recurring payments of a fixed amount such as insurance premiums. It can also be a convenient way to make payments of variable amounts such as telephone or electricity charges. Care should be taken before giving a direct debit authority for unpredictable expenses or for amounts that can vary significantly.

You will usually give a direct debit authority to a merchant, which permits them to directly debit your nominated account with us in payment for goods and services. You should always review your bank or credit card statements to ensure that the merchant is debiting your account in accordance with your authority.

You can cancel a direct debit authority that is linked to an account with us and we will promptly forward your cancellation instruction to the merchant's sponsor Financial Institution, which must then arrange for your merchant to cancel the direct debit.

We will assist you to resolve complaints about unauthorised payments debited to a scheme debit card account including where possible, assisting you to seek a chargeback.

We reserve the right to refuse an authority for payment should there be insufficient funds in an account.

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under Direct Debit. Please note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to do so
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so
- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

Other third party payment services may operate in a similar way to PayPal.

### 9.7 External Transfers

External Transfers are fund transfers from your TCU Account to any valid account at another Australian Financial Institute who accepts such a payment.

If an External Transfer is made:

- Before 2pm (NT time) on a business day, the account holder will receive the payment the next business day.
- After 2pm (NT time) on a business day, the account holder will receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the account holder will receive the payment the next business day.

## 9. Withdrawal Options

### WARNING - External Transfers

**You must check the details of each External Transfer to ensure that the account number, BSB and amount details are correct before authorising them.**

We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error.

The account name of the account funds are being transferred to will not be used by us when transferring funds.

Funds will be transferred to the account number provided regardless of whether the account name matches the account number. You must ensure the account number is correct.

Once you authorise transactions to be processed generally we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

**If you make a mistake making an internet payment you should advise us immediately by calling us during business hours or emailing us at [info@tcu.com.au](mailto:info@tcu.com.au).**

If a transfer cannot be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 3 days but can take longer depending on the other financial institution.

### 9.8 Internal Transfers

An internal funds transfer is a transfer from your TCU account to any valid account within TCU. If you have a regular account that you transfer funds to internally you may advise us and we can load that account number to your account to enable the transfers to be received immediately. If the account number is not loaded to your account the external transfer timeframes are applicable.

### 9.9 Cash from an ATM or EFTPOS within Australia or Overseas using your Card

Cash can be drawn from your savings accounts at most ATM's and EFTPOS terminals within Australia or overseas using your Cuecard or Visa debit card. A withdrawal limit of \$1000 per day applies.

### 9.10 Other Information

Under Federal Law we are required to report all cash deposits or cash withdrawals of \$10,000 or more.

## 10. Fees, Charges and Interest

**All TCU accounts are subject to Fees and Charges. If TCU fails to charge a fee to your account that should have been charged on a transaction, we have not waived our right to collect the fee for future transactions of the same nature.**

### 10.1 Government Charges

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.



# 10. Fees, Charges and Interest

## 10.2 Interest Calculation

Credit interest and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula.

$$\frac{\text{Daily Closing Balance}}{365} \times \frac{\text{Interest Rate}}{100}$$

The daily interest rate is the annual rate divided by 365 days. To avoid being charged debit interest on any unarranged debt, you should always maintain a credit balance in your account. Interest rates on savings accounts may change at our discretion. Refer to our Interest, fees and charges brochure for when interest is credited/debited to your accounts.

# 11. Statements

TCU will issue you a statement of your account every six months. Monthly statements can be provided upon request. You are able to receive up to date information on your account 7 days a week, 24 hours a day by using Phone Banking and Online Banking.

**Check your statement thoroughly to ensure it is correct. If there are any unauthorised transactions you must report them to us as soon as possible. Note: the date you make a transaction may be different to the date shown on your statement.**

Fees apply for additional or archived statement requests; refer to the Interest, fees and charges brochure.

# 12. Overdrawn Account / Account Combination

Where a TCU account becomes overdrawn without prior authorisation, we are entitled to:

- Transfer funds from another TCU account in the name of the account holder whether it is solely or jointly held with another person to the account taking it to a credit balance
- Charge interest using the overdrawn interest rate on the daily unpaid balance.
- Suspend or cancel the operation of the account including recalling and cancelling the use of any TCU Cards and cheque books.
- Charge the account holder the applicable fee.
- Direct that you arrange for sufficient funds to be in the account by an agreed time taking the account to a credit balance.

If you hold more than one account with TCU, we have the authority to combine or deduct funds from your other TCU accounts held by you, to clear any overdrawn accounts. TCU will advise you if we exercise our right to combine your TCU accounts or deduct funds from another TCU account held by you but we need not notify you in advance.

## 13. Inactive/Dormant Accounts

**Where a transaction (withdrawal or deposit) has not been initiated for 12 months or more on a savings account, it will be classified as dormant and a maintenance fee may apply.**

TCU will endeavour to contact customers to reinstate accounts by writing to the last known address. If there is no reply within one (1) month, the savings account is closed and transferred to a dormant account. No interest will be paid on dormant accounts.

Dormant accounts can be re-instated by contacting TCU.

Where a dormant account balance exceeds \$100 and has not had a transaction performed for 7 years, the account must be paid to ASIC as unclaimed monies. Once transferred to ASIC TCU no longer has responsibility for the funds.

## 14. Closing Your Account

You may close your TCU Savings or Investment account at any time upon written request. Any unused cheques or electronic cards, which operate the account, must be returned at this time. TCU will pay you the credit balance plus credit interest accrued if any, less any accrued fees applicable to the closing date. Account keeping, transactional and general fees will apply even if the account has been open for only part of a calendar month. Uncleared funds in your account will not be released until they are cleared. Your liability remains in operation until all outstanding cheques are presented, returned to TCU or are stopped. You are liable for all transactions performed on all cards linked to your account until such time they are returned to TCU.

## 15. Stopping a Joint Account

A joint account cannot be accessed if an account holder requests in writing to stop transactions and we agree to oblige. Thereafter, all signatories must agree in writing to any further transactions (excluding deposits) being performed by an account holder or operator. All cards, Phone Banking access, Online Banking access and cheque books will be cancelled once the notice to stop a joint account is received. Account holders must return all cards and cheque books to TCU. Until all cards and cheque books are returned all account holders, together and as individuals are responsible for all transactions, interest charges, fees and charges that occur on the account.

## 16. Service Disruption

From time to time TCU may experience a service disruption. A service disruption is where a service provided by TCU is temporarily unavailable or where equipment fails to operate in a normal or satisfactory manner. Once the service disruption has been resolved, any transactions performed on your account will be processed and back dated accordingly. All transactions made on your account in error due to a service disruption will be corrected and any fees or charges as a result of the transaction error will be reversed. If TCU experiences technical failure within our equipment you will have no withdrawal limit at an ATM or EFTPOS machine.

## *Part 3* - 17. Account Specific Terms and Conditions

In addition to the terms and conditions detailed in this brochure and the fee and charges information found in our Interest, fees and charges brochures for both personal and business accounts, the following terms and conditions are specific to each TCU account listed below.

# 17. Account Specific Terms and Conditions

## 17.1 Savings Account – S1

This is an everyday transaction account which you can use for your day to day banking. You can arrange for your Payroll credits or Centerlink payments to be credited to this account and access your money through the local TCU branch or ATM or EFTPOS facilities with the use of a Cuecard or Visa debit card.

Account suitable for all ages:

- Under 12's do not have access to a card
- Under 18's have limited access to a card

Funds are at call.

No minimum balance required.

24 hours 7 days a week access via:

- Phone Banking
- TCU Mobile Money App
- Online Banking
- CUECARD & Visa Debit Card (ATM and EFTPOS)

Cheque book can be linked.

Interest calculated daily on the entire balance and processed on 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.2 S8 – Fee Saver Account

This is an everyday transaction account which you can use for your day to day banking. You can arrange for your Payroll credits or Centerlink payments to be credited to this account and access your money through the local TCU branch or ATM or EFTPOS facilities with the use of a Cuecard or Visa debit card.

Account suitable for all ages:

- Under 12's do not have access to a card
- Under 18's have limited access to a card

Funds are at call.

Minimum balance required to avoid account fees. **Maintain a minimum credit balance of \$250 or more each month and no fees will be charged in that month\* excludes cash withdrawals at branches.**

24 hours 7 days a week access via:

- Phone Banking / TCU Mobile Money App
- Online Banking
- CUECARD & Visa Debit Card (ATM and EFTPOS)

Interest calculated daily on the entire balance and processed on 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

# 17. Account Specific Terms and Conditions

## 17.3 Budget Account – S2

This is a special account that can be used for saving money. Every week or fortnight you can transfer some money into your budget account and this will slowly build up over time so that you can use this money to buy something special or pay some bills. This account can also be used for saving for a deposit on a personal loan.

Account suitable for all ages:

- Under 12's do not have access to a card
- Under 18's have limited access to a card

Funds are at call.

No minimum balance required.

24 hours 7 days a week access via:

- Phone Banking
- Online Banking
- CUECARD (ATM and EFTPOS)

Interest calculated daily on the entire balance and processed on the 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.4 Christmas Club Account – S3

This is another special account that can be used for saving money. You can transfer money into this account during the year and at the end of the year you can use this money for Christmas presents, holidays or other special occasions.

Funds can be withdrawn with 7 days' notice except in November and December annually where no notice is required.

No minimum balance required.

No card or cheque book access available.

Interest rate is tiered and paid on the entire balance.

Interest calculated daily and processed on the 31st October annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.5 Student Account – S6

This is an everyday transaction account with discounted fees for secondary school students which can be used for day to day banking. Students can arrange for their Abstudy/Austudy payments to be credited to this account and access this money through the local TCU branch, ATM or EFTPOS facilities with the use of a Cuecard.

Account for ages between 13 and 18 years

- individuals must be enrolled in school to qualify for a Student account
- students have access to a CUECARD
- students do not have access to a Visa Debit card

# 17. Account Specific Terms and Conditions

Funds are at call.

No minimum balance required.

24 hours 7 days a week access via

- Phone Banking
- Online Banking
- CUECARD (ATM and EFTPOS)

Interest calculated daily on the entire balance and processed on the 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

When the student turns 19 years of age the account will default to a S1 account unless otherwise requested.

## 17.6 S7 - Loan Savings Account

This account is used to save your loan deposit.

You need to save over 3 months and not make any withdrawals.

*\*If the loan is approved the monthly account fee/s will be refunded to your loan.*

Interest calculated daily on the entire balance and processed on the 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.7 Family/Clan Account – S4

This is an important account that can be used by a whole family or clan group. It can be set up so that multiple signatures are required to access the money in this account. This account is useful for families or clan groups who receive money or income such as royalties that are paid to the whole family rather than an individual.

Account suitable for all ages:

- Under 12's do not have access to a card
- Under 18's have limited access to a card

Funds are at call.

No minimum balance required.

24 hours 7 days a week access via:

- Phone Banking
- Online Banking
- CUECARD (ATM and EFTPOS)

Cheque book can be linked.

Interest calculated daily on the entire balance and processed on the 30th June annually.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.8 30 Day At Call Account – S5

If you would like to earn a higher interest rate than you would on an everyday account but can't commit to the fixed period of a Term Deposit then a 30 Day At Call Account may be the answer. This

# 17. Account Specific Terms and Conditions

account locks your funds away for 30 days then allows them to be accessed only through phone or internet banking or by visiting a branch after the initial period.

Funds must be held for 30 days and then at call.

Funds can be withdrawn within the 30 days, with 7 days' notice in writing.

An interest penalty will apply if funds are withdrawn early.

\$500 minimum opening balance required.

Minimum \$500 daily balance required to earn interest.

Unlimited 24 hours 7 days a week access via

- Phone Banking
- Online Banking

No card or cheque book access available.

Interest rate is tiered and calculated daily and processed on the last day of the month in March, June, September and December.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.9 Community Group Account – S29

This is an everyday account for Community groups such as sporting clubs.

Funds are at call.

No minimum balance required.

24 hours 7 days a week access via:

- Online Banking

Interest calculated daily on the entire balance and processed on the last day of every month.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.10 Term Deposit Accounts

Minimum deposit required for a term deposit of 3 months or more is \$500.

Minimum deposit required for a term deposit of less than 3 months is \$50,000.

Minimum term for a term deposit is 1 month and the maximum is 2 years.

You can deposit funds into your term investment by:

- Making a cheque(s) made payable to the account name or TCU
- Making a cash deposit at any TCU branch
- Transferring from another savings account held at TCU
- Transferring from another financial institution

Additional deposits may only be made on maturity. If you require another investment account for the same term then a sub investment account will be opened.

# 17. Account Specific Terms and Conditions

Each time you deposit funds into your term investment a receipt is issued by TCU confirming the deposit.

The interest rate applicable to a term investment varies depending on:

- the term of the investment
- the amount of the investment

Once a term commences the interest rate is fixed for that term.

Interest is calculated on the daily balance up until and including the day before redemption.

Interest is paid on the last day of the term and can be paid:

- into a nominated account held with TCU or another financial institution.
- by cheque
- reinvested into your existing deposit and held for another term.

2-3 weeks prior to your investment maturing, TCU will send you a notice advising you of your investment options. If we do not receive your instructions before maturity we will reinvest the deposit and any interest earned for the same term with the same interest payment frequency, as the existing deposit. The prevailing interest rate for the term will apply.

At maturity the following payment options are available for the deposit plus interest:

- Reinvest the deposit and interest for the same term or a new term.
- Reinvest the deposit for a further term and have the interest paid into your nominated TCU account, another financial institution or by cheque.
- Redeem the deposit and interest and have it transferred into your nominated TCU account, another financial institution, paid by cheque or cash.

At maturity if you intend to reinvest for a further term you can make:

- An additional deposit of any amount
- A withdrawal of any amount, but only if the balance remaining is \$500. The withdrawal can be paid to your nominated TCU account, another financial institution, by cheque or cash.

At the end of a term if you reinvest you may:

- Change the term of the investment
- Change the interest instructions
- Roll the investment to another TCU savings or investment account

**Withdrawals from a term deposit can be made with 31 days' notice in writing. If funds are required prior to maturity in the following situations penalties may apply:**

- the death of the depositor (no penalty applies).
- an emergency (penalties apply).

The remaining balance must remain at \$500. If the balance falls below the minimum required balance the deposit must be fully redeemed unless TCU agrees otherwise.

All requests are to be placed in writing.

Any withdrawal and applicable interest will be paid into your nominated TCU account, another financial institution or paid by cheque.

An early redemption of a term investment will incur an interest penalty on the amount being withdrawn before maturity. Interest will be calculated at the rate applicable to S1 accounts.

# 17. Account Specific Terms and Conditions

Refer to our fees and charges brochures for any fees and charges applicable.

TCU reserves the right from time to time to change the conditions on which a deposit is held (other than the interest rate on the investment).

The depositor must advise TCU immediately by mail, telephone, in person, or by fax if phone numbers or an address has changed. For name changes TCU will require documents showing proof of change, that is a marriage certificate or change by deed poll.

## 17.11 Business Low Usage Account S24

This is an account that your business or organisation can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls.

All interest is calculated daily and processed monthly to accounts on the last working day of the month.

Cheque books are available in 25 leaf to 200 leaf. Deposit books are also available.

Statements can be sent on a regular basis, i.e. monthly, quarterly or can be printed from your business internet banking at anytime.

We can transfer funds to an account at another financial institution or you can do this through business internet banking at anytime.

Certificate of Registration or Incorporation / Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.12 Business Medium Usage Account S25

This is an account that your business or organisation can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls.

All interest is calculated daily and processed monthly to accounts on the last working day of the month.

Cheque books are available in 25 leaf to 200 leaf. Deposit books are also available.

Statements can be sent on a regular basis, i.e. monthly, quarterly or can be printed from your business internet banking at anytime.

We can transfer funds to an account at another financial institution or you can do this through business internet banking at anytime.

Certificate of Registration or Incorporation of Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.13 Business High Usage Account S26

This is an account that your business or organisation can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to



# 17. Account Specific Terms and Conditions

manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls.

All interest is calculated daily and processed monthly to accounts on the last working day of the month.

Cheque books are available in 25 leaf to 200 leaf. Deposit books are also available.

Statements can be sent on a regular basis, i.e. monthly, quarterly or can be printed from your business internet banking at anytime.

We can transfer funds to an account at another financial institution or you can do this through business internet banking at anytime.

Certificate of Registration or Incorporation of Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

## 17.14 VIP Business Management Account S23

If you are a customer with a significant amount of banking funds you can apply for a VIP Business Account. This is an everyday business account that your business or organisation can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls.

Interest rates on this account and fees are negotiated on an individual basis with clients who are eligible for this account.

All interest is calculated daily and processed monthly to accounts on the last working day of the month.

Cheque books are available in 25 leaf to 200 leaf. Deposit books are also available.

Statements can be sent on a regular basis, ie monthly, quarterly or can be printed from your business internet banking at anytime.

We can transfer funds to an account at another financial institution or you can do this through business internet banking at anytime.

Certificate of Registration or Incorporation of Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

## 17.15 Community Council Account S28 (No longer available for Sale)

This is an account that your Community Council can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls.

No notice of withdrawal required.

Certificate of Registration or Incorporation of Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

# 17. Account Specific Terms and Conditions

## 17.16 Business Account S30 (No longer available for sale)

This is an account that your Business can use for day to day transactions. You can open multiple business accounts or open sub accounts off your everyday account if you need to manage multiple budgets. You can write cheques from this account, pay bills, access business internet banking and process payrolls. No notice of withdrawal required.

Certificate of Registration or Incorporation of Business Name is required to open this account.

This account is to be maintained in credit at all times, unless prior arrangements have been made.

Fees and charges apply; refer to TCU's Interest, fees and charges brochure.

# 18. Electronic Access

## 18.1 Definitions

The following definitions apply to these Conditions of Use:

**“account”** means any TCU account from or to which TCU agrees you may conduct an electronic transaction.

**“account holder”** means the person in whose name the account has been opened and who is responsible for all transactions on the account. Where the account has more than one account holder then each account holder is jointly and severally responsible for the use of the account.

**“access method”** means: (a) a method authorised by TCU for use by an account holder or an authorised user and accepted by TCU as authority for TCU to act on an instruction given through electronic equipment to debit or credit an account; and

- comprises the use of one or more components including devices, identifiers, codes or a combination of these; and
- does not include a method requiring the user's manual signature where the comparison of the appearances of it with a written specimen signature is the principal intended means of authenticating a user's authority to give the instruction.

**“authorised user”** means a person who is authorised by TCU and by the account holder to perform electronic transactions on an account.

**“card”** means a card issued to you by TCU, which can be used to operate an account using electronic equipment.

**“device”** means a physical device used with electronic equipment to access an account and conduct an electronic transaction, for example a card or biometric reader.

**“ePayments Code”** means the electronic funds transfer code of conduct published by the Australian Securities and Investments Commission on 20 March 2013.

**“ePayments Code Institutions Equipment”** means any electronic equipment controlled or provided by or on behalf of an account institution and any electronic system, communications system or software controlled by or on behalf of an account institution to facilitate electronic transactions.

# 18. Electronic Access

**“electronic equipment”** means any electronic terminal, computer, television, telephone or similar equipment authorised by TCU including:

- authorised ATM's of financial institutions;
- authorised electronic funds transfer at point of sale (EFTPOS) terminals;
- any other authorised electronic equipment or device connected to TCU's electronic banking system from time to time.

**“electronic communication”** means the provision of information by:

- email to the electronic address you nominate,
- making the information available at [www.tcu.com.au](http://www.tcu.com.au) for retrieval by you (if TCU does this, TCU will notify you that information is available for retrieval);
- or any other means permitted by the ePayments Code.

**“electronic funds transfer (EFT)”** means a transfer of value to or from an account (regardless of whether the account has a debit or credit balance before or after the transfer of value).

**“electronic service”** means TCU Phone Banking, TCU Mobile Money App, TCU Internet Banking or any other similar electronic service through which electronic transactions can be made and which:

- has its own terms and conditions relating to electronic transactions; and
- TCU may provide from time to time.

**“electronic transaction”** means an Electronic Funds Transfer (EFT) initiated by you by giving TCU instructions through electronic equipment and using any access method (either directly or indirectly) to debit or credit an account and includes, for example:

- withdrawing cash from your account from an ATM;
- purchasing goods or service from a merchant by using your card and PIN code at an EFTPOS terminal;
- purchasing goods or services from a merchant by providing account details to a merchant (or other party to whom the payment is to be made) either directly or via a third party over the phone or on-line;
- transferring funds from an account by giving verbal instructions to a TCU staff member where permitted); and
- transferring funds to or from your account through a website connected to TCU's system.

**“merchant”** means a provider of goods or services who allows you to pay for goods or services by performing an electronic transaction.

**“password”** means information you use with your username or device (for example, a card) to enable you to access an account using electronic equipment including:

- a PIN code in relation to a debit card;
- a security code; and
- access code.

# 18. Electronic Access

*“PIN code”* means personal information that is, the code of numbers or letters known only by you that you use with your card through electronic equipment.

*“TCU”* means Traditional Credit Union Limited ABN 50 087 650 922 and its successors and assigns.

*“username”* means each name, TCU or third party issues to you or allows you to choose for use with your password or a device (or both) to enable you to access an account using electronic equipment and includes:

- a customer registration number;
- a customer identification;
- an account number or password; or
- a log on name and;

*“you”* means the account holder and each authorised user. (*“your”* has a corresponding meaning)

*“we, our, us”* means TCU.

## 18.2 Other Agreements

To the extent that there is any inconsistency between these Conditions of Use and any previous agreement between you and TCU relating to an electronic transaction, these Conditions of Use will apply. Upon using an electronic process after receiving these Conditions of Use you will be taken to have agreed to these Conditions of Use.

## 18.3. Warranty that the ePayments Code applies to TCU

TCU warrants that it will comply with the requirements of the ePayments Code where those requirements are relevant to your dealings with TCU.

## 18.4. Electronic Access Method

The access methods open to you in relation to an account you have with TCU will be explained in the Terms and Conditions applying to that account when it is opened or as changed from time to time.

## 18.5. Control of transactional limits

TCU may limit the amount of funds you can access from an account when performing an electronic transaction. There may be:

- a limitation on the funds you can deposit, transfer or withdraw through an electronic transaction by;
- a maximum or minimum value of funds
- the type of services you may purchase
- the number of electronic transactions you may perform in a specified period.
- a limitation depending upon the type of account and access method used to perform the electronic transaction;
- additional restrictions from other financial institutions, merchants or other third parties.

# 18. Electronic Access

- the other terms of your account with TCU where they are expressed to prevail over these Conditions of Use.
- alterations to each of the above limitations from time to time.
- As at 1 January 2013 TCU has imposed a daily card withdrawal limit of \$1000.

## 18.6 TCU will provide you with an access method

TCU will tell the account holder when your account, card, user name, or other device will be issued to you. You must not use your birth date, or an alphabetical code which is a recognised part of your name as a password. In the event that you do, the account holder may be liable for loss arising from an unauthorised transaction (see below).

## 18.7 Security of access method

**You must keep your passwords, usernames, cards, logon code (if any) and any other device which allows you to access your account using electronic equipment, safe from loss, theft or use by another person without your knowledge or consent.** This includes:

- permitting any other person to use your access method;
- disclosing your passwords to any other person;
- allowing someone to see you entering, or overhearing your password using electronic equipment; or
- recording your password in or on your device or on any article carried with or placed near your device that is liable to loss, theft or abuse at the same time (providing your passwords is not reasonably disguised). Failure to keep all aspects of your access method secure may increase the account holder's liability for any related unauthorised use of the access method, device, username or password (see below).

## 18.8 Loss or theft access method

You must report to TCU immediately if you become aware that your card, username, password, password record or any other device or one or more of them has or may have been stolen or lost or where you know that:

- your password or password record has or may have become known to another person;
- your card, password, password record or another device (if more than one each of them) has or may have been used by another person;
- your username has or may have been used by a person other than TCU or a third party who issued the username to you; or
- your card, username, password, password record or any other device (or more than one of them) has or may have been lost or stolen.

Your report must be made to TCU by visiting one of our branches or by telephoning TCU to make the report. TCU will provide you with some form of receipt of your report, which you should retain as evidence as to the time and date of your report. If you were issued with an access method, you should also notify the third party.

If TCU's facilities are not available for you to make the report TCU will be liable for all losses occurring as a result of your inability to notify us of the loss, theft or misuse, provided that you notify us within a reasonable time of TCU's facilities for notification become available again.

# 18. Electronic Access

Where either your password has become known to another person or may have been used by another person you must not continue to use the password and change that password as soon as possible. If your username may have become known to another person or may have been used by another person other than TCU or the third party that issued that username to you, you must stop using that username and change it as soon as possible.

## 18.9 Cards

### 18.9.1 Card Validity & Expiry

You must sign your card immediately when received from TCU. You must not use the card either before the commencement date or after the expiry date identified on the card. As soon as the card expires you must destroy the card. The card remains from the time of issue the property of TCU.

### 18.9.2 Loss or Theft of Card

Once you report to TCU that a card is lost or stolen we will cancel the card. Once reported to us you must not use the card. If you relocate the card you must destroy it as soon as possible. **You can report your lost or stolen card by telephoning the 24 Hour Emergency Hot Line 1800 621 199 or 61 2 9959 7480 from overseas.**

### 18.9.3 Cancelling a Card

This may occur by:

- TCU cancelling the card. We reserve our rights to close any card account at any time without notice to the account holder where:
- We believe use of the card or card account may cause loss to the account holder or TCU;
- The account holder stops using the account (becomes dormant);
- All accounts to which the card had access have been closed;
- The account has been overdrawn. (Note that waiver of this action by TCU on one occasion doesn't enable you to rely upon it subsequently.)

The account holder may cancel a card at any time by:

- Destroying the card by cutting it diagonally in half and returning it to TCU;
- contacting TCU and requesting that the card be cancelled.

Once a card has been cancelled either by TCU or the cardholder it must not be used. The cardholder must agree to cut the card diagonally in half and return the broken card to TCU. The account holder will remain responsible for the card until the broken card is returned to TCU. The cardholder remains liable to make payments in accordance with the terms of that account.

### 18.9.4 Chargeback requests

Where possible, we will assist you to seek a chargeback of any unauthorised payments debited to your debit card account pursuant to a recurring payment arrangement. The situation may occur, for instance, where payments continue to be debited to your account even though you have cancelled the recurring payment arrangement.

# 18. Electronic Access

## 18.10. Operating electronic equipment

### 18.10.1 Access Method

TCU will make all reasonable efforts to enable you to operate your account through the electronic equipment that you and TCU have agreed that you may have access to. TCU may withdraw your access to accounts by means of that electronic equipment without telling you if:

- the electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn or will become overdrawn or is otherwise considered out of order by TCU;
- TCU believes that your access to accounts through electronic equipment may cause loss to the account holder or TCU;
- TCU believes that the security of your TCU access method or TCU's systems may have been compromised; or
- otherwise in accordance with Terms and Conditions applicable to the account unless this is prohibited by law. TCU may at anytime change the types of accounts that may be operated or the types of electronic transactions that may be made using particular electronic equipment.

### 18.10.2 Operation of Electronic Equipment

The instructions you enter into electronic equipment is taken as authority from the account holder for TCU to act on those instructions. An electronic transaction made by you cannot be cancelled, altered or changed by you unless specifically allowed by the terms provided under a specific electronic service.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash dispensed by the electronic equipment and the amount shown on the receipt, you must report this to TCU as soon as possible. You may make your report by calling or visiting TCU at any one of our branches.

## 18.11 Conditions of use

If you make a deposit of funds to an account by performing an electronic transaction and there is a difference between the amount recorded by the electronic equipment used to make the electronic transaction as having been deposited and the amount TCU receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account. TCU accepts responsibility for the security of deposits received by TCU at any of TCU's electronic equipment from the time the transaction at the electronic equipment is completed, subject to verification of the amount deposited. TCU is not liable for the refusal of any merchant to accept any electronic transaction and to the extent permitted by law, are not responsible for the goods and services supplied by a merchant. Any complaints concerning the purchase of goods and services must first be delivered to the merchant. You accept that electronic transactions may be subject to other limitations imposed by a merchant, any relevant financial institution or other third party, including restrictions on any type of electronic transactions that can be carried out using that merchant's electronic equipment.

# 18. Electronic Access

Not all electronic equipment from which cash can be withdrawn will always contain cash. Any cash dispensed by electronic equipment is at your risk once it becomes visible or available for you to collect.

Not all electronic equipment will allow you to make deposits either by Electronic Funds Transfer or by depositing cash or cheque. Subject to the ePayments Code and TCU's other legal obligations, TCU may from time to time disclose to other persons information about your TCU access method where that disclosure is necessary for the administration and security of TCU's systems or the account or as otherwise permitted or required by law.

## 18.12 Transaction Records

When you complete an electronic transaction through electronic equipment you will receive a printed receipt unless: the transaction is conducted by voice command; or you specify that you do not require a receipt. If you make a BPAY transaction over the internet, while the receipt will be issued when you complete the transaction, you may not receive it until after the transaction.

Where the electronic transaction is conducted by voice command, for example using TCU phone banking or you give instructions to a TCU officer at a branch, TCU will give you receipt information, including a receipt number and confirmation of the details of the transaction, by voice communication at the time of the electronic transaction unless you specify that you do not want to receive such receipt information. It is important you keep all receipts and receipt information for your records and check them against the information contained in your statements of account.

## 18.13. Statement of accounts

TCU will send statements of account to the account holder at least every six months or in accordance with the terms applicable to that account and any relevant legislation. **If there are errors or possible unauthorised transactions shown on the statement of account, the account holder must report this to TCU as soon as possible.**

## 18.14 Liabilities for an authorised transaction

Electronic transactions that are performed without your consent or authority are for the purposes of these Conditions of Use called 'unauthorised transactions'. The security of the access method may be compromised for example if a device is stolen or lost the access method may be used to make unauthorised transactions on your account.

## 18.15 Authorised transactions

The account holder is responsible for electronic transactions carried out by you or anyone else with your knowledge and consent.

## 18.16 Unauthorised transactions

### 18.16.1 When TCU is liable

TCU will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of TCU employees, agents, or other associates, merchants or other agents involved in networking arrangements, their agents or their employees;



# 18. Electronic Access

- caused by any forged, faulty, expired or cancelled aspect of any access method (for example a card, a password or PIN);
- arises from transactions that require the use of any device or password forming part of your access method that occurred before you received the device or password (including a reissued device or password);
- result from the same electronic transactions being incorrectly debited a second or more subsequent time to the same account;
- results from an unauthorised transaction that occurs after you have notified TCU that any device forming part of the access method has been misused, lost or stolen or the security of the passwords forming part of the access method has been breached; or
- result from an unauthorised transaction if it is clear to TCU that you have not contributed to the losses.

## *18.16.2 When the Account Holder has limited liability*

When it is unclear whether or not you may have contributed to the loss caused by the unauthorised transaction, the amount of the account holders' liability arising from the unauthorised transaction (where a password was required to perform the transaction) will be limited to the least of:

- \$150.00;
- the actual loss at the time TCU is notified of the loss, theft or unauthorised use of the device or that the security of the passwords have been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit if any); or
- the balance of the account including any pre-arranged credit from which value was transferred in the unauthorised transaction.

## *18.16.3 When the account holder is liable*

If TCU can establish, on the balance of probability that you have contributed to the loss arising from the unauthorised transactions through:

- your fraud;
- by voluntarily disclosing one or more of the passwords in the access method to anyone including a family member or friend;
- reasonable attempt to protect the security of the password records on the one article or on several articles so that the password or passwords may be lost or stolen at the same time;
- Where the access method includes a password or passwords without a device, by keeping a record of all the passwords without making a reasonable attempt to protect the security of the password records on the one article or on several articles, so that the password or passwords may be lost or stolen at the same time;
- by using your birth date or an alphabetic code which is a recognisable part of your name, as a password; or
- by acting with extreme carelessness in failing to protect the security of all passwords forming part of the access method.

The account holder is liable for the actual losses which occur before TCU is notified that a device from part of your access method has been misused, stolen or lost or that security of passwords forming

# 18. Electronic Access

part of the access method has been lost stolen, misused or that security of the password forming an aspect of the access method has been breached, except for:

- that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
- that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that part of the total losses incurred on an account which are more than the balance of the account;
- losses incurred on any accounts which TCU and the account holder had not agreed could be accessed using the access method;
- losses incurred as a result of the conduct that TCU expressly authorised you to engage in; or
- losses incurred as a result of you disclosing, recording or storing a password in a way that is required or recommended by TCU for the purposes of you using an access method expressly or impliedly promoted, endorsed or authorised by TCU.

## 18.16.4 Unreasonably delaying notification

Where TCU can prove on the balance of probabilities that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification:

- that the security of all your passwords forming part of the access method has been breached; or
- the loss or theft of the device forming part of the access method after you become aware of the loss, theft or breach, the account holder will be liable to TCU for actual losses incurred between:
- the time you first became aware of events described above or in the case of loss or theft of a device should reasonably have become aware of the loss or theft; and
- the time TCU is actually notified of the event, except for:
- that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
- that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) that apply to that period;
- that part of the total losses incurred on the account which is more than the balance of the account (including any prearranged credit); and
- all losses incurred on any accounts that the account holder and TCU had not agreed to be accessed using the access method

## 18.17 Liability caused by equipment malfunction

TCU is responsible to you for any loss caused by a failure of an ePayments Code institution's equipment to complete a transaction accepted by an ePayments Code institution's equipment in accordance with your instructions. If we were unaware or should have been aware that an ePayments Code institution's equipment was unavailable for use or malfunctioning TCU's responsibility will be limited to correcting errors in the account and refunding any charges imposed as a result.

# 18. Electronic Access

## 18.18 Error or dispute resolutions

Any occurrence that you believe there is an error in any electronic transaction must be reported to TCU on the telephone numbers listed at the front of this booklet or by visiting any TCU branch. A report should provide the following details:

- account holder name, and (if different your name) and each of your respective addresses and contact details;
- the card or other device used;
- the access method used;
- a record of the transaction (if it can be provided otherwise details of the transaction);
- details of the error you believe has occurred;
- other information TCU reasonably requests of you.

### 18.18.1 TCU's Response

We will respond to you within 21 days of the above details being given to TCU. Our response will be in writing. We will provide you with either a final decision on the question or explain that more time is needed (in exceptional cases) for the investigation and will in those cases provide a final decision within 45 days of the above details been given to TCU.

### 18.18.2 TCU Fails to Comply

If we or our employees or agents fail to observe the obligations under this provision that prejudices you then TCU or an external dispute resolution body may decide that TCU is liable for all or part of the amount that is the subject of the complaint.

## 18.19 Changes to these conditions of use

TCU can change these Conditions of Use. We will only do so after giving the account holder at least 30 days' notice or any longer period required by law. The conditions we may alter include:

- charges relating solely to the use of the access methods or the issue or replacement of an access method;
- liability of an account holder for losses relating to electronic transactions;
- altering transaction limitations or other limitations applying to the use of an access method.

## 18.20 When a notice is effective

Subject to law notice is taken to have been received by you when:

- it is a written notice, when it would have been delivered in the due course of post if it is mailed to your last known address;
- it is a notice by press advertisement on the day the press advertisement is published; and
- it is a notice given by electronic communication at the time the electronic communication is sent from TCU's information system to your last known email address.

# 18. Electronic Access

## 18.21 Rights exercisable

The failure of TCU at any time to require performance of any obligation under this agreement is not a waiver of TCU's right:

- to insist on performance of, or claim damages for breach of that obligation unless that party acknowledges in writing that the failure is a waiver; and
- at any other time to require performance of that or any other obligation under these Conditions of Use.

# 19. BPAY®

**TCU is a member of the BPAY electronic payment scheme. BPAY allows TCU to make payments on behalf of its customers to billers who accept payment through the BPAY scheme.**

BPAY payments can be processed through Phone Banking and Online Banking.

This document contains information about, and sets out the terms and conditions applying to BPAY, you have read the terms and conditions which apply to all TCU bank accounts which are contained in the document titled "Terms and Conditions for TCU Accounts" (as varied from time to time) (called "the Accounts Terms and Conditions). These terms and conditions are subject to and operate in addition to the Accounts Terms and Conditions.

In the event of any inconsistency between these terms and conditions and the Accounts Terms and Conditions, the Accounts Terms and Conditions prevail.

We may vary these terms and conditions by among other things publishing any variation in writing, including (but not limited to) publication on the website: [www.tcu.com.au](http://www.tcu.com.au) as amended from time to time ('Our Website') These terms and conditions are governed by the laws of the Northern Territory of Australia; and You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Northern Territory (and waive any immunity or any objection you may have to any action in those courts and to any claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction) in relation to all disputes arising out of or relating to these terms and conditions.

It is important you read these terms and conditions carefully before you use BPAY.

Your use of BPAY acknowledges your agreement to BPAY Terms and Conditions.

By using BPAY you become bound by these terms and conditions of use.

## 19.1 Definitions

**"BPAY"** means the electronic payment scheme operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers by either Telephone or Online Banking.

**"Biller"** means an organisation that allows you to make payments to them through the BPAY scheme.

# 19. BPAY®

**“BPAY Payment”** A payment to a BPAY Biller using the BPAY service.

**“BPAY”** is the registered trademark of BPAY Pty Ltd ABN 69 079 137 518

**“Cut Off Time”** means the time by which your payment instructions must be received by us in order for these instructions to be processed that day.

**“Account/s”** means any account which we agree you may access for the purpose of effecting BPAY payments.

**“Business Day”** a day that is not:

- A Saturday or Sunday; or
- A public holiday or
- A specially gazetted holiday in the place in which any relevant act is to be done or may be done

## 19.2 Using BPAY

To process a BPAY payment you must know the:

- Biller Code and your Customer Reference number (found on your bill).
- Account details from which you want to make the payment from
- Amount of the payment
- Date the payment is due if making a future dated (scheduled) payment

## 19.3 What happens if I make a payment error?

You must be careful when inputting information. If you make an error you will need to:

- Contact the Biller where you send more than is needed
- If you send less than required, make another payment to the Biller to make up the difference

## 19.4 BPAY Cut Off Times

If a BPAY Payment is made, Before 2pm (NT time) on a business day, the biller will receive the payment on the next business day. After 2pm (NT time) on a business day, the biller will receive the payment 24-48 hours later, excluding weekends and public holidays. On a non-business day allowing 24-48 hours, the biller will receive the payment the next business day.

Your TCU account will be debited with the BPAY payment immediately. Delays may occur due to another BPAY scheme participant not complying with its obligations.

Details of your BPAY payments will appear on your TCU statement.

## 19.5 Can a BPAY transaction be cancelled?

We cannot stop any BPAY transaction once you have made the payment.

## 19.6 What happens if a Biller cannot process a payment?

If we are advised that a payment cannot be processed by a Biller the payment will be returned to us and we will credit your account with the amount of the BPAY payment.

## 19. BPAY®

### 19.7 Transaction Receipt Numbers

Each time you make a BPAY payment you will be provided with a receipt number. Please keep a record of this number.

### 19.8 Security Breaches

You must notify us promptly if you did not authorise a BPAY payment that has debited your account, or you think you may have been fraudulently induced to make a BPAY payment.

## 20. Online / Internet Banking

### Your use of Online Banking acknowledges your agreement to TCU's Online Banking Terms and Conditions.

Account holders under the age of 12 years can have "Enquiry Only" access to Online Banking.

Online Banking allows access to your accounts 24 hours, 7 days a week, 365 days a year.

You may register for access to Online Banking by contacting us on 8999 0777 or visit your branch.

The Conditions of Use and accompanying information operate alongside any legal rights held by you or us but do not replace any of those rights.

We strongly recommend that you retain this guide as it contains information that could be important to you in the future.

TCU will issue you with an initial password to access Online Banking. For security purposes the Online Banking system will force you to change this password to an alphanumeric or any combination of alpha or numeric password chosen by yourself. This will need to be a minimum of 6 and maximum of 10 characters. (Note: Passwords are CASE sensitive - be sure to use correct upper and lower case.)

You should not divulge this password to any person or allow any person to watch you enter your password.

You must notify us as soon as possible if you become aware of unauthorised use of your password or account or if you suspect your password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

The use of the password will constitute authority to TCU to carry out a range of transactions permitted in respect of your accounts with TCU.

TCU will take reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by them through Online Banking will remain confidential and protected from unauthorised access but TCU will not otherwise be liable for any unauthorised access by any means to that information.

## 20. Online / Internet Banking

TCU may cancel the use of the Online Banking service at any time without notice if we believe the service is being misused in a manner that would cause loss to you or TCU.

TCU shall incur no liability whatsoever for any delay in acting or failing to act on any function specified by this service.

TCU's current schedule of fees and charges applies to this service.

A preset transfer limit of \$1000 applies.

If you experience difficulties using Online Banking or wish to increase your transfer limit, please telephone 8999 0777, 9.30am to 4.30pm, Monday to Friday, excludes public holidays.

If you wish to terminate the use of Online Banking you may do so by sending your request in writing or by phoning us on 8999 0777.

### 20.1 Things you can do with Internet Banking

- Check the balance of your account.
- Transfer funds between your accounts as well as to other linked TCU accounts.
- Transfer funds externally to other Bank or Credit Union accounts.
- Pay your bills using BPAY.
- Update your personal information.
- See past transactions online.
- Print your financial information.

### 20.2 How to use Internet Banking

#### *Step 1:*

If you have not used Internet Banking before, call the Head Office on 08 8999 0777 and press 2 to speak to one of our operators so that they can set you up and give you a special Internet Banking password.

#### *Step 2:*

Once you have your password log in to internet banking at [www.tcu.com.au](http://www.tcu.com.au). You will need to enter your member number and the Internet Banking password you were just given.

#### *Step 3:*

Once you are logged in the system will ask you to choose your own new password so that no one else knows what it is. Follow the instructions on the screen to do this.

#### *Step 4:*

On the left hand side of the screen you will see a menu of all of the things you can do or access with Internet Banking. Click on the item that you would like to use and follow all the instructions on the screen.

# 20. Online / Internet Banking

## Step 5:

When you have finished using internet banking remember to log out by clicking on the log out button in the menu list. This will ensure that no one else can access your accounts after you leave the computer.

## 20.3 Transaction Receipt Numbers

Each time you make a transaction through Online Banking we will provide you with a receipt number. Please keep a record of this number.

## 20.4 Correcting a Mistake

Contact us as soon as possible if you think:

- there has been a mistake in a transaction made through Online Banking; or
- information received through Online Banking is wrong.

If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will report to you as soon as possible and generally within 10 business days, give you the reasons for our decision. If we find an error in your account we will promptly correct the error, adjust interest and charges to the account accordingly.

If we conclude from our investigations that no error has occurred you may ask us to:

- review our investigation
- give you a copy of the material on which we based our decision. (We cannot give you material which may breach a confidence, legal duty or obligation or which may adversely affect security.)

If you are not satisfied with our answer we will advise you of other avenues of dispute resolution available to you.

## 20.5 BPAY®

When you see the BPAY symbol on a bill you can pay your bill through Online Banking, simply provide the biller code and reference number which are located on your bill. Once you have confirmed the details your nominated savings account will be debited.

## 20.6 Future Dated BPAY Payments

If you have a Future Dated BPAY payment loaded we are unable to make your payment at the future date if there are insufficient funds, an invalid account or because the biller no longer participates in BPAY. It is your responsibility to make sure the future dated payment has been sent.

## 20.7 Incorrect BPAY Amounts

Please ensure that you specify the correct amount that you wish to pay. If you make a BPAY payment and then discover that the amount you specified is greater than the required amount, then you must contact the biller to obtain a refund the amount you specified is less than the required amount, then you can make another BPAY payment to make up the difference.



# 20. Online / Internet Banking

## 20.8 BPAY Payments and System Cut-Off Times

If a BPAY payment is made;

- Before 2pm (NT time) on a business day, the biller will receive the payment the next business day.
- After 2pm (NT time) on a business day, the biller will receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the biller will receive the payment the next business day.

Delays may occur due to another BPAY scheme participant not complying with its obligations.

If we are advised by a third party that a biller cannot process your BPAY payment, we will contact you.

Details of BPAY payments will appear on your TCU statements.

## 20.9 External Transfers

External Transfers are fund transfers from your TCU Account to any valid account at another Australian Financial Institute who accepts such a payment.

If an External Transfer is made:

- Before 2pm (NT time) on a business day, the account holder will receive the payment the next business day.
- After 2pm (NT time) on a business day, the account holder will receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the account holder will receive the payment the next business day.

### WARNING - External Transfers

**We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error.**

**The account name of the account funds are being transferred to will not be used by us when transferring funds.**

Funds will be transferred to the account number provided regardless of whether the account name matches the account number. You must ensure the account number is correct.

You must check the details of each External Transfer and ensure that the accounts, BSB and amounts are correct.

Once you authorise transactions to be processed generally we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

If a transfer cannot be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 3 days but can take longer depending on the other financial institution.

# 20. Online / Internet Banking

## 20.10 Internal Transfers

An internal funds transfer is a transfer from your TCU account to any valid account within TCU. If you have a regular account that you transfer funds to internally you may advise us and we can load that account number to your account to enable the transfers to be received immediately. If the account number is not loaded to your account the external transfer timeframes are applicable.

## 20.11 Password Security

**Do not reveal your password to anyone and don't keep a written record. The best way to ensure protection of your access code is to memorise it.**

When choosing an access code you must avoid the use of:

- repeated digits
- your date of birth
- your telephone number
- your postcode
- simple sequences
- alphabetical codes that are part of your name

## 20.12 Unauthorised Transactions

You are liable for any loss caused by unauthorised access or breach of security through Online Banking, if you contributed to the unauthorised use by:

- voluntarily disclosing your password to another person
- keep a written record of your password
- you unreasonably delay telling us your password had been misused or become known to someone else

You are not liable for unauthorised use that:

- occurs before you have received your password that we provide, or before you have established your password
- takes place after you tell us that your password have been misused, or has become known by someone else.

## 20.13 Use of Online Banking

We are authorised to act upon all instructions given through Online Banking using your password. We will as part of our security procedures record and retain instructions. Transactions made through Online Banking:

- are governed by these conditions
- are governed also by the terms and conditions of the accounts being used
- may be processed at our option on the next business day
- may be limited to specific amounts.

We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through Online Banking remains confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.

# 20. Online / Internet Banking

We may cancel the use of your password for Online Banking at any time without notice if we believe the password is being used or will be used in a way that will cause losses to you or us.

We are not liable for any loss or damage if an Online Banking transaction is not effected or is delayed or is in error for any reason.

## 20.14 Spyware

TCU recommends use of appropriate software on your PC to minimise the risk of a security breach.

## 20.15 Security Warning

TCU advises customers to ignore bogus emails that have links to a “ghost” internet banking website or that request confidential information such as your Client Number and Password.

**TCU will never ask you via email, telephone, or any other way to divulge your Online Banking password.**

You can check that you are linked to TCU Online Banking by:

- Observing the locked padlock symbol located in the bottom right corner of their browser.
- Clicking on the locked padlock symbol to check the certificate.

## 20.16 Accuracy

We will take all reasonable steps to ensure that the information that we make available to you through Online Banking is correct. We will not be liable for any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstance beyond our reasonable control.

## 20.17 Times When Online Banking is not available

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use Online Banking. We undertake to make all reasonable efforts to ensure that Online Banking is available to you during the hours specified by us but we are not liable to you for or in connection with:

- failure of Online Banking to perform in whole or in part, any function which we have specified it will perform
- the unavailability of Online Banking to you in whole or in part because of the failure of the communication network, your equipment/software or any circumstance beyond our reasonable control or
- delays or errors in the execution of any transaction or instruction because of the communication network, your equipment/software or any circumstance beyond our reasonable control.

## 20.18 Fees and Charges

Fees and Charges may apply and are found in our Interest Fees and Charges brochure on the website or from any TCU branch.

## 20.19 The ePayments Code

The ePayments Code governs all electronic funds transfer transactions to or from accounts which are initiated by a user through electronic equipment using an access method, this includes Phone Banking transactions. We will actively comply with the ePayments Code.

# 20b. TCU Mobile Banking and Mobile App

## 1. Mobile Banking

Mobile Banking is online or internet banking accessed by a mobile device through the internet or a smart application and available only to registered users of our Internet Banking service. Account holders under the age of 12 years can have “Enquiry Only” access to Mobile Banking. Mobile Banking allows access to your accounts 24 hours, 7 days a week, 365 days a year.

## 2. Register for Access

You may register for access to Mobile Banking by contacting us on 8999 0777 or visit your branch. The Conditions of Use and accompanying information operate alongside any legal rights held by you or us but do not replace any of those rights.

*We strongly recommend that you retain this guide as it contains information that could be important to you in the future.*

## 3. Initial Password

TCU will issue you with an initial password to access Online Banking. For security purposes the Online Banking system will force you to change this password to an alphanumeric or any combination of alpha or numeric password chosen by yourself. This will need to be a minimum of 8 and maximum of 10 characters. (Note: Passwords are CASE sensitive - be sure to use correct upper and lower case.)

*You should not divulge this logon password to any person or allow any person to watch you enter your logon password. Members who already have access to TCU Web Banking will be able to use their current user name and password.*

## 4. Notify

You must notify us as soon as possible if you become aware of unauthorised use of your logon password or account or if you suspect your logon password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

*The use of the logon password will constitute authority for TCU to carry out a range of transactions permitted in respect of your accounts with TCU.*

## 5. Reasonable Precautions

TCU will take reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by them through Mobile Banking will remain confidential and protected from unauthorised access but TCU will not otherwise be liable for any unauthorised access by any means to that information.

## 6. Cancel

TCU may cancel the use of the Mobile Banking service at any time without notice if we believe the service is being misused in a manner that would cause loss to you or TCU. TCU shall incur no liability whatsoever for any delay in acting or failing to act on any function specified by this service.

# 20b. TCU Mobile Banking and Mobile App

## 7. Access to your Accounts

Mobile device access to your Accounts

- (a) You will use your Member Number and internet banking password when logging on to our Mobile Banking service. When using the TCU Mobile Money App you can elect a 4-digit Passcode for access to the TCU Mobile Money App, however you will need to use your full internet banking password when transacting.
- (b) Mobile Banking services and features include:
- Check account balances;
  - View transaction history;
  - Transfer money between accounts (internal and external);
  - Use BPAY to pay bills (BPAYView not available);
  - View interest information;
  - View your contact details; and
  - Locate ATMs and branches when using the TCU Mobile Money App.

We will not be liable for any loss where you have stored sensitive information such as your member number, passwords and or contact details on your Mobile Device.

# TCU Mobile Banking and Mobile App

## How to use Mobile Banking

You must be registered for Internet Banking to use TCU's Mobile Banking Website from any compatible device at <https://ebanking.tcu.com.au/mvpmobiletcu>. You will need to enter your member number and the Internet Banking password each time you access this service.

The Mobile Banking Website link is also available from TCU's website at <http://www.tcu.com.au> if you prefer not to enter the address manually. However we recommend you bookmark the Mobile site for ease of use once connected to it.

## How to use the Mobile Banking App

TCU's Mobile Money Internet Banking Application is available for both Apple and Android compatible devices. You must download and install the app as follows.

### Step 1:

Go to either Apple iTunes Store or Google Android Store and search for "TCU Mobile Money", then download to your device. The App should install automatically.

### Step 2:

Once installed, tap the TCU Mobile Banking icon displayed on your Phone or Tablet Desktop to open the App. You will be presented with a Terms and Conditions page which you must accept to continue to use the App.

# TCU Mobile Banking and Mobile App

## *Step 3:*

On the next screen you will need to enter your TCU member number and Internet password, then whether you would like to use a PIN number for quick access to the Mobile App. By default PIN No Access is set to 'ON' which we recommend you keep for added security. If you decide to turn PIN Access "OFF" you will need to log in with your Internet Banking user name and password every time you access the Mobile App. If you decide to accept the default and use a PIN number you will need to enter the PIN twice to confirm it. The last option on this screen, Balance Display "ON" will display your current balance in the Notifications area of the App, which for your convenience we also recommend you leave turned on.

## *Step 4:*

Once initial registration is completed and you are logged in you will be presented with the App Home Screen, however with all subsequent log-on's you will first be presented with a "Splash Screen Image" whilst the application loads in the background. Once loaded the application main screen will display several icons providing access to the various features available. At the bottom of the main screen you can use the icons to find a TCU ATM or branch nearest to your location.

## *Things to know:*

After registering the Mobile App, the next time you log in you need only to provide your PIN number for access. However, as an additional security feature, you will need to provide your Member Number and password to access accounts and authorise transactions.

## *Data Usage:*

After registering the Mobile App and if you have chosen to use a security PIN, the next time you log in you need only to provide your PIN number for access. However, as an additional security feature, you will still need to provide your Member Number and password to access detailed account information and authorise transactions.

## 21. Phone Banking

### **Your use of Phone Banking acknowledges your agreement to TCU's Phone Banking Terms and Conditions.**

Account holders under the age of 12 years cannot have access to Phone Banking.

This document contains the following sections.

- How to Access Phone Banking
- Access Codes and Security
- Call Costs
- Available Services
- Equipment Operations
- Transaction Limits
- Third Party Authorisations
- Transfers between TCU Accounts
- BPAY
- Transaction Reference Numbers
- Liability

# 21. Phone Banking

- Fees and Charges
- Termination
- The ePayments Code

## 21.1 How to Access Phone Banking

To access Phone Banking you must have an access code which is issued by TCU during business hours. Once received please call 8999 0777 and select option 2. The service is available 24 hours a day, 7 days a week from anywhere in Australia or overseas.

## 21.2 Access Codes and Security

Your initial access code is issued by TCU. The first time you use Phone Banking you will be asked to change your access code. The prompts will guide you to do this. Each time you call Phone Banking you require your customer number and access code. If Phone Banking does not receive the desired responses you will be transferred to a staff member or asked to call back during business hours.

When accessing Phone Banking you should avoid using a telephone that records dialled numbers (eg hotels). In this instance you should speak to a TCU Staff member for personal assistance during business hours.

Do not reveal your access code to anyone or keep a written record, even if it is disguised. The best way to ensure protection of your access code is to memorise it. When choosing your access code you must avoid the use of:

- Repeated digits
- Your date of birth
- Simple sequences
- Alphabetical codes that are part of your name.

You must notify TCU if you suspect that your access code has become known to an unauthorised person or you suspect that unauthorised transactions have been made on your account. If this has occurred please contact TCU on 8999 0777 during business hours.

## 21.3 Call Costs

Phone Banking is a local call (Darwin area only). Interstate, overseas and mobile telephone calls may incur higher costs.

## 21.4 Available Services

Phone Banking enables you to:

- Check savings account balances
- Check loan and investment balances
- Check the last five transactions on an account
- Transfer funds between selected accounts
- Make a BPAY payment
- Check interest earned on your account(s) for the last financial year
- Change your personal access code

# 21. Phone Banking

## 21.5 How to use Phone Banking

### *Step 1:*

If you have not used phone banking before, call the Head Office on 08 8999 0777 and press 2 to speak to one of our operators so that they can set you up and give you a special phone banking pin number.

### *Step 2:*

Once you have your pin you can call the phone banking line again on 08 8999 0777.

### *Step 3:*

You will hear a voice tell you:

“Welcome to TCU phone banking. Please enter your member number then press the # (hash) button”.

### *Step 4:*

After you have done this you will hear:

“Please enter your personal pin number then press the # (hash) button”.

This is where you enter the phone banking pin number TCU just gave you. This is different from your Cuecard or Visa card pin number.

### *Step 5:*

If this is the first time you are using phone banking you will be asked to choose your own new phone banking pin number. The voice will tell you:

“As this is the first time that you have used this service please enter a new personal pin number which you wish to use for all future enquiries. When selecting your new pin number you may enter any number with four digits followed by the # button, but please avoid the use of simple sequences, repeated digits or date of birth. Please enter your new pin number now followed by the # (hash) button”.

### *Step 6:*

The voice will now run through the main menu of services (following) that you can access through phone banking. Just follow the prompts and press the number of the service that you require.

### *Step 7:*

If you would like to use phone banking to transfer money to someone else’s TCU account you will need to call Head Office again on 08 8999 0777 to get a staff member to link that persons account number to your phone banking. This will make sure that you don’t transfer money to the wrong persons account by accident. Once you have that persons account linked once you can then transfer money whenever you like without having to speak to an operator again.

## 21.6 Equipment Operation

TCU will do everything possible to ensure that Phone Banking is available 24 hours a day, 7 days a week. We cannot be held responsible for errors, inaccuracies or delays resulting from temporary failure of the Phone Banking network, ancillary equipment and other circumstances beyond reasonable control.



# 21. Phone Banking

## 21.7 Transactions Limits

Your daily limit for Phone Banking is \$1,000. We are able to increase this limit upon receiving written request.

## 21.8 Third Party Authority

Access to Phone Banking can be provided to another person or third party provided all signatories to the account agree so in writing. The signatory(ies) of the account are responsible for ensuring that each authorised user of Phone Banking to the account are aware of and comply with the terms and conditions in this brochure.

## 21.9 Transfers between TCU Accounts

Funds can be transferred between any of your TCU accounts or to a linked TCU third party account (deposits only). Transfers cannot be made to or from a Term Deposit.

If there has been an error when transferring funds, please contact us on 8999 0777 during business hours.

## 21.10 BPAY®

To make a BPAY payment via Phone Banking, follow the prompts to the BPAY option, simply provide the biller code and reference number which is located on your bill. Once you have confirmed the details your nominated savings account will be debited.

Please ensure that you specify the correct amount that you wish to pay. If you make a BPAY payment and the discover that:

- The amount you specified is greater than the required amount; you must contact the biller to obtain a refund.
- The amount you specified is less than the required amount then you can make another BPAY payment to make up the difference.

If a BPAY payment is made;

- Before 2pm (NT time) on a business day, the biller will receive the payment the next business day.
- After 2pm (NT time) on a business day, the biller will receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the biller will receive the payment the next business day.

Delays may occur due to another BPAY scheme participant not complying with its obligations. If we are advised by a third party that a biller cannot process your BPAY payment we will contact you.

Details of your BPAY payments will appear on your TCU statement.

## 21.11 Transaction Receipt Numbers

Each time you make a BPAY payment using Phone Banking you will be provided with a receipt number which acts as your receipt. Please keep a record of this number.

# 21. Phone Banking

## 21.12 Liability

You are not liable for loss of funds if:

- Unauthorised use occurs before you accept your Phone Banking access code from TCU
- Unauthorised use occurs after TCU has been informed that your access code has been used by someone without your authorisation.
- A BPAY payment is made, or for an amount you did not instruct a BPAY payment is made, in accordance with a payment direction which appears to TCU to be from you or on your behalf but for which you did not give authority.

In these situations TCU will credit the amount to your account after the matter has been fully investigated. If you are liable for the loss of funds you must pay TCU the amount in question, if we cannot recover the amount within 20 business days from the person who received it and:

- You were responsible for the mistake
- You have not complied with your obligations to maintain the security of your access code.

## 21.13 Fees and Charges

For any fees that may apply to Phone Banking please refer to the Interest Fees and Charges brochure.

It is a condition that you agree to pay the full amount of fees and any other charges that maybe levied in the future at TCU's discretion, for or in connection with your use of Phone Banking, and that you authorise us to debit such charges.

## 21.14 Termination

If you wish to terminate the use of Phone Banking you may do so by sending your request in writing, or by calling 8999 0777 during business hours. Similarly TCU may terminate your access at any time. TCU will advise you in writing if we terminate your access.

## 21.15 The ePayments Code

The ePayments Code governs all electronic funds transfer transactions to or from accounts which are initiated by a user through electronic equipment using an access method, this includes Phone Banking transactions. We will actively comply with the ePayments Code.

# 22. Member Cheques

The terms and conditions for Member Chequing are in addition to all terms and conditions detailed in this brochure that relate to your TCU savings account. You should familiarize yourself with these terms and conditions and the rights and obligations detailed. The terms and conditions detailed are subject to change without notice. To apply for a cheque book you must be over the age of 18 years. TCU's member Chequing facility is run in conjunction with Westpac Banking Corporation and Indue. We have a relationship with Westpac as they are the banking institution that Indue uses to settle and clear cheques. Indue are our service providers for this scheme. Hence both these parties are involved in the terms and conditions of our member Chequing facility.

## 22. Member Cheques

### 22.1. Acceptance

In signing the application for a TCU cheque book, depositing funds to your account or upon prior issue of a cheque by you, you acknowledge and, subject to TCU's acceptance, you agree to these terms and conditions. In accepting the terms and conditions you have appointed both TCU and Indue as your agent and you authorise each of these parties to:-

- Deal with your TCU account(s) in conjunction with Westpac Banking Corporation ("the bank") so as to enable you to draw cheques (cheques for the payment of goods and services drawn from funds in your TCU account); and make deposits, in accordance with these terms and conditions;
- Debit funds in your TCU account to meet the amount of cheques or payment orders that you or your authorised signatories have signed and to meet the value of all costs, taxes or charges made or incurred by TCU or the Bank.
- Disclose to the Bank such information relating to your TCU account as is necessary to process all transactions carried out by you.

### 22.2. Signatory Identification

We will not permit a person/signatory to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Act 2006 and any other identification procedures we require. If there is a variation of authority to your TCU account we must be advised in writing.

Where a person's signatory is changed or altered they must advise TCU immediately.

### 22.3. Fees and Charges

Fees and charges may apply to both withdrawal and deposit transactions on your account. All fees and charges debited to your account in relation to the member Chequing scheme will be paid by you. Refer to our Interest, fees & charges brochures.

### 22.4 Nominated Account

The member Chequing facility will operate on the savings account type nominated by the account holder(s), which is required at the time of completing the cheque book application. As the cheque book is linked to a savings account you will earn the applicable interest.

### 22.5 Cheque Book Account Name

Your cheque book will display the same account name as that of your TCU savings account.

If the account name is that of a registered business, company or trust, the cheque book will be printed with the business name and ABN/ACN.

### 22.6 Cheque Books

The account holder(s) selects which cheque book they require when completing the cheque book application form.

Once your cheque book application is approved, your cheque book will be sent to your mailing address 10 – 15 business days from the time you lodge your application. We require 10 days' notice to re-order subsequent cheque books.

## 22. Member Cheques

### 22.7 Presenting Cheques

Due to TCU's member Chequing facility being run in conjunction with Westpac, they (Westpac) have an obligation to dishonour a cheque drawn on your account, if Indue gives them a direction to refuse payment. Westpac may dishonour or refuse payment of any cheque drawn on your TCU account, regardless of the state of your account. Westpac has the right or an obligation to do so under the terms of its agreement with Indue relating to the member Chequing scheme.

### 22.8 Available Funds

The "available balance" includes any cleared funds in your TCU account, any unused line of credit or other agreed credit facility made available for your TCU account. The available balance does not include deposits received but are not uncleared, interest accrued but not credited or deposits in transit. If the amount of any cheque presented for payment to the Bank exceeds the available balance of your TCU account at the time the cheque is presented, TCU may instruct the Bank to refuse to pay the cheque. In such an event TCU will advise you in writing but will incur no liability for failure to do so. Any costs incurred through such refusal, may be debited to your TCU account.

### 22.9 Insufficient funds

Should a cheque /s be presented where there are insufficient funds in the account that /those cheques will be dishonoured and a fee charged.

### 22.10 Cashing Cheques

No cheque(s) will be cashed by the Bank (Westpac) unless prior arrangements have been made between the customer, TCU and the Bank (Westpac).

### 22.11 Dishonouring a Cheque

It is your responsibility to ensure that all cheques drawn by you are properly authorised, completed and there are sufficient cleared funds in your TCU account. TCU can dishonour a cheque if:

- There are insufficient funds or no available line of credit on your account to cover the full amount of the cheque
- The cheque is undated, unsigned or without a payee
- you have post-dated your cheque and it is presented for payment prior to that date
- the cheque is 'stale' that is, the date on the cheque is more than 15 months prior to the date of presentation
- the cheque drawing and deposit facility is terminated.
- The signature on the cheque differs from what we have on our records.
- If a cheque is dishonoured on your account a dishonour fee may apply. Please refer to our fees and charges brochures for the current fee.

### 22.12 Overdrawing Your Account

If your account becomes overdrawn for any reason, immediate repayment is required. A fee will apply as outlined in our fees and charges brochures.

## 22. Member Cheques

### 22.13 Stop Payment

You may request in writing, for the payment of any unpresented cheque to be stopped. The written notice must be provided to TCU with clear and precise details of the cheque that is to be stopped. We may elect, at our own discretion, to accept instructions for a stop payment on a cheque via your telephone instructions pending written confirmation. Details to be supplied are:

- Account number from where the cheque is drawn
- Cheque number
- Amount of cheque
- Name of payee
- Date of the cheque
- If the cheque was crossed or open

A fee may apply for stop payment cheques. Please refer to our fees and charges brochures.

### 22.14 Lost/Stolen Cheque Book

If your cheque book is lost or stolen, you must notify TCU immediately during business hours. You will remain liable for any cheques paid by us in good faith up to the time of notification.

### 22.15 Withdrawing/Suspending Your Cheque Book

TCU may withdraw or suspend this facility at any time without notice or reason. No cheques may be issued by you after the facility has been withdrawn.

### 22.16 Cancelling Your Cheque Book

You may cancel your cheque book at any time provided written notice is given to TCU. Any cheque received by TCU before we receive a written notice of cancellation may be paid in the normal course of business. Any unused cheques or cheque books which are linked to the account must be returned at this time. You will be held responsible for any cheques presented on your account until such time.

### 22.17 Subject to Approval

The member Chequing facility is subject to TCU's approval.

### 22.18 Variation of Terms and Conditions

TCU reserves the right from time to time to change the conditions of the member Chequing scheme.

### 22.19 Reduce the Risk of Fraud

The following points provide you ways to reduce the risk of forgery in respect to your TCU cheque book:

- Start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- Draw a line from the end of the person's name to the beginning of the printed words;

## 22. Member Cheques

- Start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- Draw a line from the end of the amount in words to the printed '\$';
- Start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers;
- Always add a stop ',' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.
- Always be careful when writing a cheque. Make sure it is accurate, signed and correctly dated. A cheque will not be accepted if it is stale (older than 15 months) or if it is post dated.
- Never sign a blank cheque
- Never use a pencil or non-permanent ink pen
- If you do not want the cheque to be cashed but you want the cheque to be banked into a bank account then you should "Cross" it with two parallel diagonal lines in the body of the cheque. You may also add the words "not negotiable" between the parallel lines.
- If you alter the cheque, you must always sign or initial the alterations
- Contact us immediately if a cheque or your cheque book has been lost or stolen
- Always store your cheque book in a safe place
- Always check your statement against your cheque book butts to see that cheques you have written have been presented.

### 22.20 Cheque Definitions

#### 22.20.1 Open or Uncrossed Cheques

A cheque is a negotiable instrument, that is, it can be passed from one person to another. A crossed cheque with the words 'not negotiable' written between the lines, protects the true owner in the case it is lost or stolen. This is because the person who obtains the cheque has no greater rights than the person who transferred it to him or her. The true owner is the last person who received the cheque prior to it being lost or stolen.

#### 22.20.2 Account Payee Only Cheques

When you add the words 'account payee only' between the two lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

#### 22.20.3 'Or Bearer' Cheques

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. Therefore the cheque is a 'bearer' cheque. If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. You can give yourself more protection against theft or

## 22. Member Cheques

fraud by crossing out the words 'or bearer' and adding the words 'or order'. In this case if the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque or as they direct.

## 23. Personal Loans

One objective of TCU is to provide financial assistance to its members. This includes offering loans to members that in the best interests of both the individual member and of the membership as a whole. In fulfilling its objectives, TCU will endeavor to assist each member seeking a loan for worthwhile purposes. Acceptable purposes for a personal loan are: Acceptable purposes for a personal loan are:

1. Vehicle purchase and repairs
2. Furniture
3. White Goods

As a general rule a member's first loan is normally limited to \$1000.

Loan funds can only be disbursed to a third party or suppliers by cheque or electronic transfer.

A written quote shall be obtained from the proposed supplier as to the value of the goods.

A member will be required to save a set amount for three months before applying for a loan. A 10% deposit is required before personal loans are funded.

Repayments will normally be calculated over a 2 year term.

We will not accept you as a co-borrower if we are aware that you will not receive a benefit from the loan.

Before we accept you as a co-borrower under a loan we will provide you with general information on your liability to repay the full amount of the debt.

We will comply with Debt collection guidelines: for collectors and creditors (October 2005) of the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission (as amended from time to time).

If you fall behind with your payments, we will contact you and seek to negotiate a mutually acceptable repayment arrangement with you, having regard to your financial circumstances as a whole as well as your obligations to us.

We will send a written default notice to the last address you have given us, and will give you an opportunity to pay any amount outstanding on an account with us, before we commence legal action against you.

## 23. Personal Loans

Should we exercise our right to combine your accounts, we will inform you promptly after doing so. We will also comply with any applicable requirements of the Code of Operation for Centrelink Direct Credit Payments.

## 24. General Information

### 24.1 ePayments Code

The ePayments Code governs relationships between users (customers) and Providers (Financial Institutions) of EFT systems. The ePayments Code covers all transactions processed through an ATM, EFTPOS, Telephone and Internet Banking.

### 24.2 Changes to Terms and Conditions

TCU may change the terms and conditions at any time. For example we can change:-

- interest rates and the way we calculate interest
- fees and charges
- when we charge or pay interest

TCU will give you the period of notice required as set down by the relevant law. If no period of notice is needed, we can make changes immediately and you might not be told of these changes before they happen.

## 24. General Information

We can give you notice in any way permitted by law. This includes:-

- advice on or with your statement
- press advertisement in local or national media
- in writing

### 24.3 Change of Details

You must advise us immediately if you change your phone number or address by mail, telephone, in person, email, or by fax. For changes to your name we will need documented proof of the change, such as:-

- a marriage certificate
- change by deed poll
- adoption papers
- divorce certificate



## 24. General Information

If an organisation, business or corporation changes its name, we need to sight a certified copy of the:-

- Certificate of Registration or Incorporation
- Resolution of the meeting of the Organisation which decided on a change of name

### 24.4 Notification

If we write to you at the last address you gave us, it is accepted that the mail is delivered and received by you in the normal postal delivery time.

### 24.5 Account Switching

Traditional Credit Union will provide our members with a list of transactions and other recurring payments over the previous 13 month period from their personal savings and cheque accounts in order to facilitate the establishment for new accounts.

If TCU is the new Financial Institution it will provide the customer with information and support to help the member make the switch. If requested by the member, TCU will assist in notifying the billing or crediting organisations of their new direct debit and direct credit arrangements.

Traditional Credit Union will have the following data fields presented on the list. The members current BSB and account number, the type of transaction e.g.: debit or Credit, the last payment date, the direct entry user id, the name of the direct entry user, the name of the remitter and unique lodgement reference.

In addition members will be provided with information identifying other payments. The list of payments will include a list of periodical payments. Each periodical payment arrangement in the list must include the BSB and account number of the payee, payee name, narrative, payment date and amount.

The list and information that the customer is seeking is to be issued as soon as possible but no later than 5 business days of the customer request.

### 24.6 Copies of documents

At your request, we will send you a copy of any of the following documents relating to a product or facility you have, or have had, with us:

- loan application
- contract (including any Terms and Conditions/Fees and Charges booklet that make up part of the contract)
- security document
- statement of account
- notice previously given by your institution to the member/customer about exercising your rights (e.g. a default notice).

### 24.7 Lodge a Complaint and Complaints Resolution

We have a dedicated Complaints Officer (General Manager Operations) to deal with any complaints you may have in relation to our financial services or us. Our Complaints policy requires us to deal with any complaint in an efficient manner.

To make a complaint, contact us or visit our Website. Our staff must advise you about our complaint handling process and the expected time frame for handling your complaint ("Complaint Resolution Process").

## 24. General Information

If you are not satisfied with the outcome of our Complaint Resolution or we are not able to resolve your complaint to your satisfaction within 45 days, you can contact the Financial Ombudsman Service (FOS):

### The FOS

GPO Box 3, Melbourne VIC 3001

Free Call: 1300 780 808

Facsimile: (03) 9613 6399 Email: [info@fos.org.au](mailto:info@fos.org.au)

### 24.8 Customer Owned Banking Code of Practice

Traditional Credit Union Limited subscribes to the Customer Owned Banking Code of Practice.

The Customer Owned Banking Code of Practice is the industry code of COBA, the association of mutual building societies and credit unions. Credit unions and mutual building societies are owned by our members — this is what being a mutual means. As such, we are focused on member-benefit, community involvement, fairer fees and customer service.

Credit unions and mutual building societies already comply with a range of regulatory requirements including:

- responsible financial management requirements (under the Banking Act 1959 and our regulation by the Australian Prudential Regulation Authority)
- corporate and financial services' licensing, advice and training, and disclosure regulation (under the Corporations Act 2001 and our regulation by the Australian Securities and Investments Commission)
- consumer credit laws and, from July 2010, credit licensing obligations
- privacy, fair trading and other Commonwealth, State and Territory legislation

This Code establishes higher standards than the law requires in a range of areas, and addresses issues not addressed by the law. In adopting this Code, mutual building societies and credit unions agree to abide by the higher standards and additional requirements set out in the Code.

#### 24.8.2 The Code Compliance Committee

The [Code Compliance Committee](#) ('the CCC') was established in July 2009 to ensure credit unions and mutual building societies ('Mutuals') that have adopted the [Customer Owned Banking Code of Practice](#) ('the Code') meet the standards of good practice set out in the Code.

The CCC investigates complaints that the Code has been breached and monitors Mutuals' compliance with the Code through compliance activities such as mystery shopping, surveys and compliance visits.

The CCC is an independent, three-member committee, established in accordance with [the Code](#).

The job of the CCC is to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code.

The CCC is made up of an [independent chairperson](#), a [representative from the mutual banking industry](#) and a [consumer representative](#).

If your complaint was in relation to a breach of the Customer Owned Banking Code of Practice and does not involve a claim that you have suffered loss or detriment, you can report it to the Code Compliance Manager:

# 24. General Information

## Compliance Manager

Code Compliance Committee Free Call: 1300 780 808

### 24.9 Privacy

TCU recognises the importance of your privacy. We understand your concerns about the security of your personal information and we are committed to protecting it. By law, we must keep details of your account confidential. Subject to law, we can release details of your account when;

- you agree
- we must do so by law
- it protects our interest to do this
- there is a public duty to do this

TCU may use your personal information to provide you with information about our extensive range of products and services that are relevant to you. If you do not want to receive any of this information, please contact us at any TCU branch or phone 8999 0777. Once you have told us that you no longer wish to receive information about our products and services we will not send you any further material. We always strive to maintain the privacy and confidentiality of your personal information. If you feel that your privacy has been breached contact our Privacy Officer who will objectively investigate your complaint as soon as possible. You can contact us by emailing [info@tcu.com.au](mailto:info@tcu.com.au) or visiting any TCU branch, or writing to us.

### 24.10 Fraudulent Conduct

We are not liable for any loss or damage caused to you by person (s) authorised to operate on your account. TCU will only be liable where it arises from fraudulent conduct by our agent or employee under statute or the ePayments Code.

### 24.11 Anti Money Laundering

You agree TCU may delay, block or refuse to make a payment if TCU believes on reasonable grounds that making the payment may breach any law in Australia or any other country. TCU will incur no liability to you if it does so.

### 24.12 How to Contact Us

If you wish to contact us, would like to provide feedback or have a complaint please contact us by:

**Phoning us:** 08 8999 0777

**Writing to us:** PO Box 40425 Casuarina NT 0811

**Emailing us:** [info@tcu.com.au](mailto:info@tcu.com.au)

Visit a TCU branch

**Lost or Stolen CUECARDS or VISA DEBIT CARDS after hours HOTLINE 1800 621 199 in Australia or call 61 2 9959 7480 from overseas.**

# Our Branches

<b>Milingimbi</b> Phone: 8987 9920 Fax: 8987 9930	<b>Galiwinku</b> Phone: 8987 9200 Fax: 8987 9232
<b>Gapuwiyak</b> Phone: 8987 9173 Fax: 8987 9157	<b>Ramingining</b> Phone: 8979 7948 Fax: 8979 7944
<b>Wadeye</b> Phone: 8978 2266 Fax: 8978 2255	<b>Manningrida</b> Phone: 8979 5888 Fax: 8979 5877
<b>Gunbalanya</b> Phone: 8979 0101 Fax: 8979 0104	<b>Warruwi</b> Phone: 8979 0174 Fax: 8979 0174
<b>Ngukurr</b> Phone: 8975 4934 Fax: 8975 4934	<b>Numbulwar</b> Phone: 8975 4394 Fax: 8975 4223
<b>Minyerri</b> Phone: 8975 9521 Fax: 8975 9520	<b>Head Office, Casuarina</b> Phone: 8999 0777 Fax: 8999 0788 PO Box 40425, Casuarina NT 0811 9 Rowling St, Casuarina NT 0810
<b>Katherine</b> Phone: 8972 0555 Fax: 8972 1823 18 Katherine Tce, Katherine 0850 PO Box 795, Katherine 0851	<b>Alice Springs</b> Phone: 8950 5888 Fax: 8950 5899 5/40 Todd Mall PO Box 4247, Alice Springs 0871
<b>Wurrumiyanga (Nguuu) Tiwi</b> Phone: 8978 3983 Fax: 8970 9337	<b>Tennant Creek</b> Phone: 8962 3474 Fax: 8962 2043 PO Box 14 Tennant Creek NT 0861 135 Patterson St
<b>Borrooloola</b> Phone: 8975 8683 Fax: 8975 8387 PO Box 550 Borrooloola NT 0854 768 Robinson Rd	