


# General Information, Terms and Conditions



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# Introduction

Police Association Credit Co-operative Limited ABN 33 087 651 661 AFSL 240293 (Police Credit) provides this booklet to you explaining the general information and/or terms and conditions that apply to Police Credit's membership, savings accounts and services. You should read this booklet and any other specific terms and conditions made available to you as they set out your rights and obligations. It is important that you understand these rights and obligations.

Police Credit will give you terms and conditions

- when you open a savings account or term deposit as they appear in Section 3 of this booklet;
- when you take out a loan or other credit facility with your Offer and Loan Contract; and
- when you acquire an access service that is a non-cash payment service as contained within Section 4 of this booklet.

Any advice in this booklet has been prepared without taking into account your objectives, financial situation or needs and should consider whether it is appropriate for your circumstances.

*Police Credit's Financial Services Guide detailing information about the credit union is also available.*

All Police Credit disclosure booklets are available on our website, on request from our branches or by phone to Member Response. If you have any questions or require further information regarding your membership, accounts or services, please telephone Police Credit's Member Response on 13 63 73.

## 1. Membership and account opening

With some minor exceptions, credit unions can only open accounts for people if they are members of the credit union. Almost everybody is eligible to become a member of a credit union.

To become a member you should find a credit union where you are eligible to become a member – there are many credit unions, each with different eligibility criteria. Police Credit's membership is available to people who are:

1. Members of a Police Force
2. Persons involved in Emergency Services
3. Persons involved in Health Work
4. Persons involved in Public Service
5. Persons working within 5km of a Police Credit office
6. Persons introduced by an existing member of at least 12 months standing
7. Persons approved by the Chief Executive Officer or an Executive Manager
8. Family members of a person admitted to membership under 1 to 4 above

## Other Depositors:

Deposit facilities, without the need to become a member, are available for Unincorporated Depositors. For example, social clubs where an officer or social club member is a fully paid up (shareholder) member of the Credit Union.

You should then apply for membership – you can do this over the counter at a branch of Police Credit, by downloading our membership application forms from our website [www.policecredit.com.au](http://www.policecredit.com.au) or by telephone our Member Response staff on 13 63 73.

### 1.1 Members

A membership application and supporting documentation is to be completed by each applicant.

Eligible persons or corporate bodies must become fully paid up (shareholder) members. Shareholders are required to purchase 10 x one-dollar (\$1.00) shares. The shares are non-interest bearing and as preference shares are redeemable upon closure of membership. No dividend is paid on these shares which are not listed on any stock exchange.

### 1.2 Names

The law does not allow you to open an account using a false name. However, if you are commonly known by more than one name, you can open an account in any one of those names, but you must give Police Credit all the other names that you use.

These same rules apply to becoming a signatory to an existing account.

If you change your name, for example, upon marriage, you will need to give Police Credit a change of name statement. Police Credit will give you guidance on the procedure to change the name of your account.

### 1.3 Individuals

Any person wishing to open an account with Police Credit must become a fully paid up (shareholder) member, completing a membership application and supporting documentation. Members are entitled to apply for the full range of products and services and may exercise their right to vote on Credit Union matters in accordance with the Constitution of the Credit Union.

Account opening documentation is to be completed by each account holder. Australia's anti-money laundering legislation requires that we collect the full name, residential address and date of birth of each account holder and signatory to an account and that we must verify this information. Call Member Response on 13 63 73 or visit a branch to find out how Police Credit will verify your identity and/or more about your and our obligations.

### 1.4 Non-Shareholder Members

From 1 July 1999, persons formerly recognised as non-shareholding members have been known as non-paid up members holding ten

shares of nil 'paid up' value.

## 1.5 Minors

A child under the age of 18 years, who meets eligibility requirements can purchase 10 x one dollar (\$1.00) shares and become a fully paid up member of the Credit Union.

*Those persons having joined Police Credit prior to 1 July 1999 and being under the age of 18 years, were formerly recognised as non-shareholding members and are now known as non-paid up junior members holding one share of nil 'paid up' value.*

Having become a member, a child can join the Little Copper Club and open a savings account specially designed for minors.

It is optional that the child operate the account. Irrespective of whether or not the child is to be a signatory, we will need to verify their identity prior to opening the account.

Note that regardless of age, the child is the member and account holder. The parent or guardian can be accepted as the authority to operate and their power may be revoked by the member / account holder at any time.

## 1.6 Business Memberships

Individuals wishing to open an account in the name of a trading business may apply for membership as a fully paid up member,

- the membership will be in their own name and
- the account will be in the same name as their membership trading as the business name

The sole trader or persons in partnership trading as a business may have access to all products and services, excluding Police Credit's Visa cards, cheque books, overdrafts and loans.

When applying to open an account Police Credit requires the following information for sole traders:

- Full business name;
- Full address of the principal place of business; and
- Any ABN issued to the business.

When applying to open an account in the name of a partnership we also require:

- Full name of the partnership; and
- The country in which the partnership was established.

Police Credit will need to verify the information about the sole trader or each partner. Call Member Response on 13 63 73 or visit a branch to find out how we will do this.

We will further require

- (a) a copy of the Certificate of Registration of Business Name and a copy of the Partnership Agreement, along with

- (b) a letter signed by all of the partners or the business operator(s) stating the authorised signatories and method of operation.

Note: If there is no formal Partnership Agreement or Registered Business Name the letter signed by all of the partners should include advice of same.

If the entity trading as the business is a company, the membership will be in the name of the company and as such documents detailed under 'Incorporated accounts' will be required.

## **1.7 Trust Fund**

The legal trustee/s of a trust fund can apply for membership as a fully paid up member.

Any membership or account opened for a trust fund must be in the name of the legal trustee/s.

When opening an account Police Credit requires the following additional information,

- the full name of the trust, including any business name;
- type of trust and the country in which it was established;
- the full name and residential address of all current trustees; and
- the full name of each beneficiary.

We will need to verify this information and seek a certified copy of the schedule to the trust deed to do this.

*If the trustee is a company, Police Credit requires the trustee to provide the documents as detailed under 'Incorporated members'.*

*If the trustee is an individual, then please follow the guide under 'Individuals'.*

## **1.8 Incorporated Members**

Companies, incorporated associations and co-operatives may apply to become fully paid up members of Police Credit where it meets the eligibility of,

- (i) having an officer or employee who is a member of Police Credit;
- (ii) acting as a trustee of a trust in which a Credit Union member is a beneficiary; or
- (iii) being a body corporate, or a member of a class of bodies corporate approved under the standards of the Australian Prudential Regulation Authority.

The company, incorporated association or co-operative can then open an account in that name.

Incorporated members have access to all products and services, excluding Police Credit's Visa cards and overdrafts. Loan applications to incorporated members are not generally accepted.

### **1.8.1 Company Account**

To open an account Police Credit requires from the company a Letter of Resolution signed by all directors or

under common seal (if applicable) of the company stating the following:

- (a) that the opening of an account at Police Credit has been authorised by the Board of the company;
- (b) the number of signatories required to sign any single transaction for any withdrawal or transfer of funds or to otherwise deal with company assets; and
- (c) the names and signatures of the authorised signatories.

We will also need to obtain

- the full name of the company as registered by ASIC;
- the full address of the company's registered office;
- the full address of the company's principal place of business;
- the ACN / ABN issued to the company; and
- the type of company, i.e. public, majority owned subsidiary, licensed, unlisted public or proprietary.

Verification of the full name, ACN /ABN and registration with ASIC is also required. Call Member Response on 13 63 73 to discuss your requirements.

### **1.8.2 Incorporated Associations / Co-operatives**

To open an account for an Incorporated Association or Co-operative Police Credit requires the following information:

- the full name of the association or club;
- the full address of their principal place of administration or registered office;
- any unique identifying number issued to the association upon its incorporation; and
- the full name of the chairman, secretary and treasurer or equivalent officer/s.

We will need to verify the information about the association and seek information from the Australian Securities and Investments Commission or the government body responsible for the incorporation of the association to do this.

We will also require a letter of resolution signed under common seal (if applicable) detailing:

- (a) that the opening of an account at Police Credit has been authorised by the Board of the corporate body;
- (b) the number of signatories required to sign any single transaction for any withdrawal or transfer of funds or to otherwise deal with corporate assets; and
- (c) the names and signatures of the authorised signatories.

## **1.9 Unincorporated Bodies**

'Unincorporated Bodies' are able to deposit funds and have access to all products and services, excluding Police Credit's Visa cards, overdrafts and loans, without having to become a member of Police Credit.

When applying for a deposit account, Police Credit requires the following information:

- the full name of the association or club;
- the full address of their principal place of administration;
- the full name of the chairman, secretary and treasurer or equivalent officer/s; and
- in respect of the member, the information required for an Individual.

We will need to verify the information about the association/club and seek a certified copy of the Minutes of the Club to do this.

The Minutes should also

- detail that the opening of an account at Police Credit has been authorised by the Board of the Club;
- the number of signatories required to sign any single transaction for any withdrawal or transfer of funds or to otherwise deal with corporate assets; and
- the names and signatures of the officeholders and authorised signatories.

## **1.10 Cessation of Membership**

You may resign from your membership of Police Credit, providing you have discharged all your obligations in relation to your accounts and having put your resignation in writing. If you resign all accounts held will be closed and the balance, plus a full refund of shares, less any outstanding amounts that may apply, will be paid to you as the former member.

A Request to Close Membership form is to be completed to enable Police Credit to credit the \$10 (shares) back to your account, before the account and membership can be closed.

Police Credit also reserves the right, in certain circumstances, to cease a membership and close any accounts, forwarding any proceeds, less applicable charges, to the former member.

Should Police Credit decide to exercise this right you will be advised in writing before actually doing so and be given at least 21 days advance notice in accordance with our Constitution.

## **1.11 Identification**

### **1.11.1 Account holder and Signatory Identification**

To meet international standards and to help protect business from being misused for money laundering and terrorism financing Police Credit complies with the Anti-Money Laundering and Counter Terrorism-Financing Act 2006.

Account holders or signatories, members and clients of Police Credit, in seeking certain services will be asked to verify their identity. You may be asked at various times to verify the continuing accuracy of their personal information previously supplied or to provide additional information. By doing this you are helping to protect Australian businesses from being

misused for the purposes of criminal activity.

It is an offence under the Anti-Money Laundering and Counter Terrorism-Financing Act 2006 (Cth) to give false and misleading information.

If incomplete or inaccurate information is provided to Police Credit, we may not be able to provide you with the products or services you are seeking.

### **1.11.2 Identification Using Our Services**

Members instructing Police Credit, transacting on their accounts or using other Credit Union services will be identified by means of signature comparison or provision of their Telebanking password.

You can apply for a Keyword and/or Access Code that will permit you to access your account/s and other Police Credit services via the telephone or for a pc.easynet Access Code that will permit access to their accounts via the internet.

For security reasons the member must keep their Keyword, Access Codes and account numbers in safe and separate places.

*Where there is more than one signature required to complete each transaction or instruction the Keyword or Access Codes facilities may not be available.*

## **1.12 Privacy and Confidentiality**

Apart from any duty of confidentiality under legislation, Police Credit has a general rule of confidentiality towards all member dealings except where

- disclosure is required by law,
- there is duty to the public to disclose,
- the interests of Police Credit require disclosure or
- disclosure is made with the express or implied consent of the member.

Subject to that, Police Credit may not disclose confidential information about you to another person without your consent. Some of your personal information may not be confidential, for example your name and address. In handling your personal and financial information, Police Credit is committed to complying with the Privacy Act 1988 generally, the National Privacy Principles (NPP), the credit reporting provisions of the Act and the Mutual Banking Code of Practice.

Police Credit uses your personal and financial information to

- administer membership and products and services,
- facilitate our internal business operations, including fulfilment of any legal requirements; and
- carry out confidential maintenance and testing of computer systems.

We may disclose personal and financial information, as necessary;

- on a confidential basis to our agents, contractors or third party service providers that provide financial, administrative or other services for the purposes of Police Credit's business;
- where the law requires us to do so; or
- if given consent.

You are entitled at anytime to request access to your personal and financial information held by Police Credit and to ask that we correct this information where it is believed to be incorrect or out of date. No fee will be charged for an access request but we may charge reasonable costs of giving any information requested.

A request of this nature should be directed in writing to the Privacy Officer at PO Box 669 Carlton South Vic 3053.

Our Privacy Policy and Privacy Statement set out in detail our policy on management of personal and financial information and are available on request from any branch, by phoning Member Response on 13 63 73 or via our internet site [www.policecredit.com.au](http://www.policecredit.com.au).

## 2. Operating your membership and accounts

### 2.1 Quoting your tax file number

Police Credit will ask for your tax file number when you open an account. You are not required to give your tax file number. However, under the law, if you choose not to provide your tax file number, Police Credit must deduct withholding tax on any interest you earn on the account. The Government sets the withholding tax rate and may vary it at any time.

The deduction of withholding tax will form part of your normal income tax, just as when your employer deducts tax from your salary or wages. When you fill out your tax return, including your interest earned along with your regular income, you can claim the withholding tax paid on the interest as tax already paid together with the tax your employer deducts from your salary or wages.

If you give your income tax file number, Police Credit will not deduct any withholding tax on any interest that you earn on your account. However, you will still be required to disclose any interest you earn on the account as income when you complete your tax return at the end of the financial year.

### 2.2 Single and Joint Accounts

The following terms and conditions (in addition to the terms and conditions applying to accounts and access services) apply to the operation of an account.

1. The account holder(s) will authorise Police Credit to permit any of them or any combination of them to:
  - (a) Operate on any of the account(s) nominated;
  - (b) Deposit money in the account(s) for any term;
  - (c) Invest money in the account(s) for any term;
  - (d) Negotiate any cheques in the members' names;
  - (e) Draw any cheques (including an instruction to stop

- payment on a cheque);
  - (f) Give instructions as to disposal of interest;
  - (g) Give authorities for periodical payments;
  - (h) Withdraw all or any moneys standing to the credit of the account;
  - (i) Obtain statements of the account(s) and any information concerning the account(s) generally;
  - (j) Give a third party authority to operate the account;
  - (k) To close the account.
2. The person or persons authorised to operate the account(s) as designated above shall indemnify Police Credit for any liability arising out of their ownership or operation of the account(s) and, where more than one, this indemnity shall be joint and several.
  3. Where the account holder is below the age of 18 years, the authority remains in effect until directions to the contrary are given to Police Credit by:
    - a) any person authorised to operate the accounts(s), or
    - b) the account holder. (The authority and direction of the account holder shall prevail over that of any other person authorised to operate the account(s)).
  4. The account holders shall be solely responsible to Police Credit (on a joint and several basis where a joint account) for all liability incurred on or in respect of the account, including any liability which arises from Police Credit acting in accordance with the authority held.
  5. The account holder/s agree to pay all charges required by Police Credit and agree to be bound by the Constitution of Police Credit.
  6. The authority commences immediately and revokes any previous authorities on the account except as regards any cheques or other instruments dated prior to the date of the authority and presented for payment after receipt by Police Credit of the notice and as regards any act done by Police Credit or such persons in pursuant to the authority referred to in any such previous notice.
  7. The authority shall continue until Police Credit receives written notice at the registered office of Police Credit, from one or more of the account holders revoking this authority.
  8. The authority shall be binding on the account holder's executors, administrators, legal personal representatives and all persons claiming from or under the account holders as to all documents, acts, matters and things done or executed in terms of the authority before receipt by Police Credit of notice of its revocation.

### **2.3 Joint Accounts**

Generally, a joint account is an account in the name of more than one person. If you open a joint account with another person, you will be jointly liable for any money that you or the other person owes on the account. You will be asked how you wish to be able to withdraw funds from the account.

For example, you may wish to limit withdrawing funds unless all

parties to the account authorise the withdrawal. On the other hand, you may wish to be able to withdraw funds when only one party authorises.

- (a) Where two or more individuals jointly open an account, each account holder is required to sign in relation to a transaction. This can be modified if all the joint account holders sign an authority allowing fewer than all account holders to sign.
- (b) If fewer than all the account holders can sign on the account, any one of the account holders can notify Police Credit that the account must be reverted to "all to sign".
- (c) If the joint account is operated by less than all the account holders, all account holders must consent to any changes to authorisations.

You will be required to give us written instructions about how you wish to be able to withdraw funds from the joint account. You will be able to vary those instructions. You should ask us how to vary the instructions.

You should also read the terms and conditions of the account. The terms and conditions will explain the nature of your liability for any money that the other parties to the account withdraw.

The following terms and conditions (in addition to the terms and conditions applying to accounts and access services) apply to the operation of a joint account.

- (i) All monies standing to the credit of a joint account shall be owned by the joint account holders, jointly and severally, with the right of survivorship. Under a joint account Police Credit, by law, must pay any moneys standing to the credit of the account(s) to the survivor or survivors of the account holders.
- (ii) The receipt of the survivor or survivors of the account holders under a joint account shall be sufficient discharge to Police Credit for any moneys standing to the credit of the account(s).
- (iii) Under a joint account this authority remains in effect until direction to the contrary are given to Police Credit by all surviving account holders and supersedes any existing authority.
- (iv) Under a joint account, that is an account held in the name of more than one person, each account holder will be liable for any amount due to Police Credit on the account. Under the account holders' contract with the Credit Union the account holders' liability is both joint and several. This means Police Credit can ask of either account holder or both account holders for the whole of the amount owing.
- (v) If an account holder dies or become bankrupt, the account holder's estate will be liable to the same extent as the account holder should they had survived. However, Police Credit will normally treat all authorities for operating the joint account cancelled once it knows of the account holder's death (or certain conditions have been met) or of the account holder's bankruptcy.
- (vi) Accounts that have an additional cardholder or authorised

signatory are not joint accounts. The account holder(s) is/are solely responsible for any debts incurred by the additional persons on the account.

- (vii) Unless Police Credit is authorised, in writing, by all the account holders, withdrawals and transfers from a joint account must be authorised by the signatures of each account holder. It is optional to be able to withdraw funds with only one signature or a combination of signatures.

This authority should be given by the completion of the Savings Account Operation form.

## **2.4 Account combination or set off**

In certain circumstances, Police Credit may have the right to use any credit balance in any savings account you have with Police Credit to repay any debt that you owe to Police Credit.

You should check the terms and conditions of your account to see if we have reserved the right to do this, however even if we do not reserve the right in the terms and conditions of your account, the law sometimes permits Police Credit to do it anyway.

Police Credit will give you notice promptly after exercising any right it has to combine your accounts.

## **2.5 Authorised Signatory**

An account holder can appoint a third party to operate on their account/s. To do this, the account holder/s must complete an Authorised Signatory Authority. The Authority specifies what the person appointed can do. It includes their ability to deposit and withdraw funds and to give instructions as to payments.

If you wish to change or cancel the Authority, a fresh Authority must be completed.

You will be responsible for all actions undertaken by the Authorised Signatory on the account/s.

If the Authorised Signatory is to have a Visa Card (additional or subsidiary card) and/or Rapid Response or pc.easynet access the account holder/s must apply for an additional Visa Card and personal identification number, Keyword and Access Codes. You should read the general information about additional or subsidiary cardholders at clause 4.17.4.

## **2.6 Power of Attorney**

If you want to make a certified copy of a general power of attorney, you can certify it yourself. All you need to do is add at the bottom of each page 'This is a true and complete copy of the corresponding page of the original' and sign and date it. On the last page you must write 'This is a true and complete copy of the original' and sign and date it.

For the other powers of attorney or guardianship, such as an enduring power of attorney a copy should be certified in the same

way by a justice of the peace, a legal practitioner, a public notary, a financial services licensee under the Corporations Act 2001 or a regulated principal under the Corporations Act.

Any of the following people who are authorised to administer an oath (an oath is not a statutory declaration) can also certify a copy:

- any judge or the associate to any judge
- a master of the Supreme Court or of the County Court or the secretary of such a master
- the prothonotary or a deputy prothonotary of the Supreme Court, the registrar or a
- deputy registrar of the County Court, the principal registrar of the Magistrates' Court or
- a registrar or deputy registrar of the Magistrates' Court
- the registrar of probates or an assistant registrar of probate
- a senior member or ordinary member of VCAT who, immediately before the commencement of section 8.2.1 of the Legal Profession Act, was the registrar or a deputy registrar of the Legal Profession Tribunal
- a member or former member of either House of the Parliament of Victoria
- a member or former member of either House of the Parliament of the Commonwealth
- a member of the police force of or above the rank of sergeant or for the time being in charge of a police station
- a person employed under Part 3 of the Public Administration Act with a classification that is prescribed as a classification to which this section applies
- a senior officer of a Council as defined in the Local Government Act
- a person registered as a patent attorney under Chapter 20 of the Patents Act of the Commonwealth
- a fellow of the Institute of Legal Executives (Victoria)
- any officer or person empowered authorised or permitted by or under any Act of Parliament to take affidavits in relation to the matter in question or in the particular part of Victoria in which the affidavit is sworn and taken.

Please Note: best practice requires that a witness and certifier should not be one and the same.

## **2.7 Account Closing**

Police Credit must close your account/s on request as long as you have discharged all your obligations in relation to the account/s.

Closing of accounts can be done by the account holder(s) in person, by mail by completing a withdrawal form or other advice in writing or via the Member Response service if the account operation permits and the account holder has quoted their Keyword.

If closing an account with Visa Card attached where the account holder(s) and/or their authority to operate is a cardholder(s), the cardholder(s) must surrender all Visa Cards attached to the account. A 45-day waiting period applies to allow for any Visa Card transactions to be received.

Upon closing the account you will be required to pay any amounts owing to Police Credit and any credit balance will be refunded to you.

Police Credit also reserves the right, in certain circumstances, to close an account and forward any proceeds, less applicable charges, to the account holder.

Should Police Credit decide to exercise this right it will advise the account holder in writing 14 days before actually closing the account, however exceptional circumstances such as fraud or a court order can see this time frame reduced.

### 3. Account types offered by Police Credit

	S1 Multipack	S2 Investment	S3 Little Copper Club	S4 Christmas Club
At call	✓	✓	✓	✓ Electronic access limited to 1 November to 31 January
PC Visa Debit Card	✓	N/A	N/A	N/A
Cheque Book	✓	N/A	N/A	N/A
BPAY®	✓	✓	✓	✓
Overdraft facility	✓	N/A	N/A	N/A
Telephone Banking	✓	✓	✓	✓
Online banking	✓	✓	✓	✓
No minimum balance required	✓	✓	✓	✓
Interest calculated on minimum daily balance and credited	✓ on 31 May and 30 November	✓ on 31 May and 30 November	✓ on 31 May and 30 November	✓ on 30 April and 31 October
Interest rates may vary from time to time	✓	✓ AND according to the balance on the account	✓	✓

	S7 easyinvest	S8 Bonus Saver	S10 Deeming	S14 Notice of Withdrawal
At call	✓ Transfer of funds via pc.easynet online banking or Rapid Response only.	✓	✓	Although 14 days notice stipulated, a withdrawal will be available at the account holder's request.
PC Visa Debit Card	N/A	N/A	N/A	N/A
Cheque Book	N/A	N/A	✓	N/A
BPAY®	✓	✓	✓	N/A
Overdraft facility	N/A	N/A	N/A	N/A
Telephone Banking	✓	✓	✓	N/A
Online banking	✓	✓	✓	N/A
No minimum balance required	✓	✓ Maximum balance \$1,000,000	✓	✓ Min. balance \$5,000 Min. transaction \$1,000
Interest calculated on minimum daily balance and credited	✓ on 31 March, 30 June, 30 September and 31 December	Calculated daily and credited to account monthly	✓ on 31 May and 30 November	✓ on 31 May and 30 November
Interest rates may vary from time to time	✓ AND according to the balance on the account	✓ AND according to the balance on the account, sum of deposits made and number of withdrawals, if any, in any one month	Governed by Centrelink determinations and varied upon their advice	✓ AND according to the balance on the account

### 3.1 Savings account terms and conditions

The following terms and conditions (in addition to the terms and conditions applying to access services) apply to the at-call accounts listed below.

Multipack Savings, Investment Savings, Little Copper Club, Christmas Club, easyinvest<sup>Ⓢ</sup>, Bonus Saver and Deeming

- (a) In opening this account you, your account and any signatories are subject to the obligations and requirements

of any anti-money laundering legislation of Australia.

- (b) You may deposit any amount and you may withdraw up to the available credit funds from your account, or if your account has an overdraft facility, up to the approved overdraft limit.
- (c) There is no minimum account balance which must be maintained.
- (d) Subject to (b) above, you may withdraw from your account at any Police Credit branch, subject to providing suitable identification. You may arrange to access your account through pc.easynet and / or Rapid Response. You may arrange to access your account through another credit union and will be subject to the identification processes applied by that credit union.
- (e) If your account has no overdraft facility and has insufficient funds available to satisfy any withdrawal, Police Credit may block your account from completing the withdrawal until sufficient credit funds are deposited and made available in the account.
- (f) Proceeds of any cheque or other item deposited in your account will not be available until the cheque or other item is cleared.
  - i. Cheque clearance periods applying to cheque and money order deposits vary according to the origin and / or type of cheque or money order and the deposit is made. As a rule, if a cheque deposited into your account at a Police Credit branch before 2pm the funds will be available for withdrawal the day prior to a cheque that is deposited after 2pm. You should ask the staff member accepting the cheque of the applied clearance period.
  - ii. Cheques or other items deposited drawn on an overseas financial institution have longer clearance periods. The foreign currency deposit terms and conditions at 4.10 of this booklet apply to such deposits.
- (g) If you specifically apply for and Police Credit agrees, we may provide you with
  - i. a PC Visa Debit Card. *This is only available on the Multipack Savings account and access is governed by our PC Visa Debit Card terms and conditions and BPAY terms and conditions where a BPAY transaction is effected.*
  - ii. a cheque book. *This is only available on the Multipack Savings and Deeming accounts and access is governed by our personal cheque terms and conditions.*
  - iii. pc.easynet online banking access which is governed by our pc.easynet terms and conditions and BPAY terms and conditions where a BPAY transaction is effected;
  - iv. Rapid Response phone banking which is governed by our Rapid Response terms and conditions and BPAY terms and conditions where a BPAY transaction is effected.These terms and conditions can be found in item 4.18 of this booklet
- (h) If you specifically apply for and Police Credit agrees, we may provide you with an overdraft facility. This is only available on the Multipack Savings account and is subject to terms and conditions for the overdraft.
- (i) Police Credit may permit you to overdraw your account if you do not have an approved overdraft limit, to any amount permitted by Police Credit from time to time or if you do have an approved

overdraft limit, to any amount permitted by Police Credit from time to time beyond the amount of that limit. In such circumstances you may be charged an overdrawn account fee or dishonour fee.

- (j) You will receive statements of account at least six-monthly, unless you request otherwise. If a PC Visa Debit card is linked to your account a statement will be issued to you monthly.
- (k) Your statement of account/s will be sent to your last known mailing address. If you have nominated to receive eNotifications, your statement will be made available on your pc.easynet banking facility.
- (l) Amounts deposited or withdrawn from your account will be shown on your statement of account/s in Australian dollars.
- (m) Police Credit may debit your account with transaction fees, dishonour fees and other standard or exception fees and charges, the amount and nature of which are detailed in our Fees and Charges brochure which also forms part of our Product Disclosure Statements and is available on our website, a branch or on request.  
You will be advised by Police Credit of any applicable fees and charges at the time you apply for your account.
- (n) Police Credit may debit your account with government fees, charges, duties and taxes relating to your account.
- (o) Interest is calculated daily on the minimum credit balance of the account as at the end of the day up to and including the last day prior to the day that interest is credited to your account. The daily balance includes cheques deposited but not cleared.
- (p) Interest rates are subject to change.
- (q) If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised account use or errors, you must immediately notify Police Credit.

If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution.

If we find an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and advise you in writing of the amount of the adjustment. Police Credit will also advise you of your options regarding an external dispute resolution scheme if we do not give a final decision on the matter within a specified time, or you are not satisfied with our resolution.

- (r) Police Credit reserves the right to change these terms and conditions and to vary the fees and charges that apply to your account.

Police Credit will notify you at least 20 days before the effective date of a change that:

- Introduces a fee or charge;
- Increases a fee or charge;
- Reduces the number of fee-free transactions permitted on the account;
- Vary the minimum balance to which an account keeping fee applies;

- Vary the method by which interest on the account is calculated;
- Vary the circumstances when interest is debited or credited to the account.

Police Credit will notify you no later than the day the variation takes effect of another variation, other than a variation to the interest rate when we will advise you when we next communicate with you.

Police Credit may notify you of changes either through:

- notices in our newsletter, on our website or sent with an account statements;
- letter or electronic communication direct to you; or
- press advertisements in a national or local media.

Written notice will not be given of a variation that is required by an immediate need for Police Credit to restore or maintain the security of its systems or your linked accounts. You will be taken to have received a written notice from Police Credit under these terms and conditions, if the notice was issued to you at the last address for you known to Police Credit.

- (s) You agree that you will promptly notify Police Credit of any change of address for the mailing of any notifications, which Police Credit is required to send to you.
- (t) The terms and conditions for Single and Joint Accounts as documented in this booklet apply to the operation of your account.
- (u) If your account is held in joint names (that is more than one account holder) each party to that account is jointly and severally responsible for the account and liable for all transactions on the account. The terms and conditions for Joint Accounts as documented in this booklet also apply to the account and its operation.
- (v) You may authorise a person who is not an account holder to operate on your account, that is to deposit and withdraw funds and to give instructions as to payments. Such authority must be in writing. Cancellation of the authority may be verbal and confirmed in writing. Where the authority to operate holds a Visa Card or Cheque Book, you must return that access method to Police Credit.
- (w) Police Credit will comply with the provisions of the Mutual Banking Code of Practice as they apply to the use of your account and to the requirements of the Electronic Funds Transfer Code of Conduct as established by the Australian Securities and Investments Commission as they apply to the access services linked to your account.  
If you would like copies of either Code you should contact Police Credit.
- (x) When closing your account, you agree to discharge all obligations before doing so and return any Visa Card and / or cheque book held.

### **3.1.1 Multipack and Investment accounts**

In addition to the above terms and conditions applying to the at-call accounts;

- (a) Interest is credited to the account on 31 May and 30 November.

### **3.1.2 Little Copper Club Account**

In addition to the above terms and conditions applying to the at-call accounts;

- (a) Interest is credited to the LCC account on 31 May and 30 November.
- (b) A LCC is available to members who are under the age of 18 years. We may require to you to provide proof that you are eligible for a LCC account before the account is opened.
- (c) A LCC is available to individual account holders only.
- (d) Upon turning 18 years of age, you will cease to be eligible for the LCC account and we will convert your account to a Multipack Savings account. We will inform you prior to your turning 18 years of age.
- (e) Account holders under 18 years of age may be required to have a parent / guardian or other adult sign the application form to open the LCC account and provide suitable identification for themselves and you.
- (f) Fees and charges may apply on the new account.

### **3.1.3 Christmas Club**

In addition to the above terms and conditions applying to the at-call accounts;

- (a) Interest is credited to the Christmas Club account on 30 April and 31 October.
- (b) Funds held in a Christmas Club account are at-call, subject to the following
  - i. at anytime over the counter at a branch or upon written request to Police Credit stating the amount required and payment details; and / or
  - ii. during the period 1 November to 31 January through the Rapid Response phone banking and [pc.easynet](#) online banking.
- (c) Subject to Christmas Club paragraph (b) you may withdraw up to the available credit funds from your account in full or partially. You do not need to withdraw all funds from the account.

### **3.1.4 Deeming account**

In addition to the above terms and conditions applying to the at-call accounts;

- (a) A Deeming Account is available to Members who are in receipt of an Australian Government Pension
- (b) If there is more than one account holder for a Deeming Account, then each of the account holders must meet the eligibility criteria.
- (c) Proof of eligibility is required to be provided before the account is opened.
- (d) An eligible Member can only open / hold one Deeming account.
- (e) If we become aware that you no longer satisfy our eligibility requirement for a Deeming account, we may

convert the Deeming Account into another Police Credit account type.

We will inform you prior to taking this action.

- (f) You may only withdraw up to the available credit funds from your account and must not allow your account to have a debit balance.
- (g) If you specifically apply for and Police Credit agrees, we may provide you with a cheque book. This is governed by our personal cheque terms and conditions.
- (h) Interest is credited to the Deeming Account on 31 May and 30 November.





### 3.1.5 Bonus Saver

In addition to the above terms and conditions applying to the at-call accounts;

- (a) Interest is calculated daily and paid monthly to the account of the last day of that month
- (b) To qualify for bonus interest to be payable to the account it must
  - i. Record \$100 in total deposits to the account for the full calendar month. When end of month falls on non business day (weekend or public holiday), deposits must be received by Close of Business 5.00pm on the last business day prior, to be included in the bonus interest calculations.
  - ii. Have no withdrawals from the account in the calendar month. When withdrawals occur on a non-business day, the withdrawal date will be taken as the posted date, this may be the non-business day or next business day, and this posted date will determine eligibility for bonus interest.
- (c) Bonus Saver account is subject to a maximum balance of \$1,000,000.

### 3.1.6 **easyinvest**

In addition to the above terms and conditions applying to the at-call accounts;

- (a) Interest is credit to this account on 31 March, 30 June, 30 September and 31 December.
- (b) Access to the **easyinvest**  account, an online savings account, is limited to being through Rapid Response telephone banking and pc.**easynet** online banking.
- (c) When opening an **easyinvest**  you must be registered or register for Rapid Response and/or pc.**easynet**. The terms and conditions for these access services apply to the operation of this account.
- (d) Your initial deposit to your **easyinvest**  may be made at a Police Credit branch, through pc,**easynet** or Rapid Response. If the initial deposit is a cheque deposit, proceeds will not be available until the cheque proceeds have cleared.
- (e) After the initial deposit, you cannot deposit cheque or cash proceeds deposits to the **easyinvest**  account. Cheque and cash proceeds will need to be made through deposit to another Police Credit account and transferred

upon clearance to the **easyinvest** through Rapid Response or **pc.easynet**.

- (f) Direct credits can be deposited to the account by setting up Regular Payment instruction through **pc.easynet**. Regular Payments are governed by the terms and conditions for that facility.
- (g) Other direct credits such as salary or periodical payments from another financial institution can be deposited into **easyinvest** by direct credit or periodical payment from that other financial institution.
- (h) Direct debits from your **easyinvest** can be set up with a merchant, other financial institution or other third party. The direct debit access service is governed by the terms and conditions for direct debits.
- (i) The **easyinvest** account can only be closed at a Police Credit branch or by phone.

### 3.2 Notice of Withdrawal account terms and conditions

The following terms and conditions (in addition to the terms and conditions applying to access services) apply to the notice of withdrawal account.

- (a) In opening this account you, your account and any signatory are subject to the obligations and requirements of any anti-money laundering legislation of Australia.
- (b) A minimum account balance of \$5,000 must be maintained.
- (c) Subject to Notice of Withdrawal paragraph (b), you may deposit minimum amounts of \$1,000.
- (d) Giving Police Credit fourteen (14) days notice you may withdraw up to the available credit funds from your account.
- (e) Should you not be able to give Police Credit fourteen (14) days notice, Police Credit will honour a request within seven (7) days and may at its discretion apply a reduction in the amount of interest payable on the deposit for that interest earning period.  
The maximum reduction will be the difference between the contracted interest rate for the redeemed deposit and the rate payable on the Multipack savings account.
- (f) If an early withdrawal is required a request must be made in writing to Police Credit stating the amount required and payment details. The request must be signed in accordance with your account operation arrangements.
- (g) Subject to (d), (e) and (f) above, you may withdraw from your account at any Police Credit branch, subject to providing suitable identification. You may arrange to access your account through **pc.easynet** and/or Rapid Response. You may arrange to access your account through another credit union and will be subject to the identification processes applied by that credit union.
- (h) Proceeds of any cheque or other item deposited in your account will not be available until the cheque or other item is cleared.
  - i Cheque clearance periods applying to cheque and money order deposits vary according to the origin and / or type of cheque or money order and the deposit is made. As a

rule, if a cheque deposited into your account at a Police Credit branch before 2pm the funds will be available for withdrawal the day prior to a cheque that is deposited after 2pm. You should ask the staff member accepting the cheque of the applied clearance period.

- ii. Cheques or other items deposited drawn on an overseas financial institution have longer clearance periods. The foreign currency deposit terms and conditions at 4.10 of this booklet apply to such deposits.
- (i) You will receive statements of account at least six-monthly, unless you request otherwise. If a PC Visa Debit card or overdraft is linked to your any of your other accounts a statement will be issued to you monthly.
- (j) Your statement of account/s will be sent to your last known mailing address. If you have nominated to receive eNotifications, your statement will be made available on your pc.easynet banking facility.
- (k) Police Credit may debit your account with transaction fees, dishonour fees and other standard or exception fees and charges, the amount and nature of which are detailed in our Fees and Charges brochure which also forms part of our Product Disclosure Statements and is available on our website, a branch or on request.  
You will be advised by Police Credit of any applicable fees and charges at the time you apply for your account.
- (l) Police Credit may debit your account with government fees, charges, duties and taxes relating to your account.
- (m) Interest is calculated daily on the minimum credit balance of the account as at the end of the day up to and including the last day prior to the day that interest is credited to your account. The daily balance includes cheques deposited but not cleared.
- (n) Interest rates are subject to change.
- (o) If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised account use or errors, you must immediately notify Police Credit. If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution.  
If we find an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and advise you in writing of the amount of the adjustment.  
Police Credit will also advise you of your options regarding an external dispute resolution scheme if we do not give a final decision on the matter within a specified time, or you are not satisfied with our resolution.
- (p) Police Credit reserves the right to change these terms and conditions and to vary the fees and charges that apply to your account.  
Police Credit will notify you at least 20 days before the effective date of a change that:
  - Introduces a fee or charge;
  - Increases a fee or charge;

- Vary the method by which interest on the account is calculated;
- Vary the circumstances when interest is debited or credited to the account.

Police Credit will notify you no later than the day the variation takes effect of another variation, other than a variation to the interest rate when we will advise you when we next communicate with you.

Police Credit may notify you of changes either through:

- notices in our newsletter, on our website or sent with an account statements;
- letter or electronic communication direct to you; or
- press advertisements in a national or local media.

Written notice will not be given of a variation that is required by an immediate need for Police Credit to restore or maintain the security of its systems or your linked accounts. You will be taken to have received a written notice from Police Credit under these terms and conditions, if the notice was issued to you at the last address for you known to Police Credit.

- (q) You agree that you will promptly notify Police Credit of any change of address for the mailing of any notifications, which Police Credit is required to send to you.
- (r) The terms and conditions for Single and Joint Accounts as documented in this booklet apply to the operation of your account.
- (s) If your account is held in joint names (that is more than one account holder) each party to that account is jointly and severally responsible for the account and liable for all transactions on the account. The terms and conditions for Joint Accounts as documented in this booklet also apply to the account and its operation.
- (t) You may authorise a person who is not an account holder to operate on your account, that is to deposit and withdraw funds and to give instructions as to payments. Such authority must be in writing. Cancellation of the authority may be verbal and confirmed in writing.
- (u) Police Credit will comply with the provisions of the Mutual Banking Code of Practice as they apply to the use of your account and where applicable to the requirements of the Electronic Funds Transfer Code of Conduct as established by the Australian Securities and Investments Commission as they apply to the access services linked to your account. If you would like copies of either Code you should contact Police Credit.

### 3.3 Term Deposits

	Term Deposits	12 Months regular income account	50+ Investment Term Deposits
Range of terms	3-60 months		12-60 months
Minimum balance	\$5,000	\$5,000	\$50,000
Minimum deposit	\$5,000	\$5,000	\$10,000
All term deposits are lodged for a fixed term	✓	✓	✓
Interest rate fixed for term of deposit	✓	✓	✓
Interest rates vary according to:	Term and amount of deposit	Term and amount of deposit	Term and frequency of payment of interest
Interest rate may vary at any time at the discretion of Police Credit	✓	✓	✓
Interest is calculated daily	✓ and paid annually and/or on maturity	✓ and paid fortnightly, monthly, quarterly or annually	✓ and paid monthly, quarterly or annually. X Interest compounds annually or is paid monthly, quarterly or annually

The following terms and conditions (in addition to the terms and conditions applying to access services) apply to Police Credit term deposit accounts, 12 Months Regular Income Account and 50+ Investment term deposit account.

- (a) In opening this account you, your account and any signatories are subject to the obligations and requirements of any anti-money laundering legislation of Australia.
- (b) Minimum balance to be maintained as follows
  - i. The term deposit requires a minimum account balance of \$5,000;
  - ii. The 12 Months Regular Income requires a minimum account balance of \$5,000; and
  - iii. The 50+ Investment Account requires a minimum account balance of \$50,000.
- (c) At maturity you will be able to add additional funds to your term deposit, provided funds are received and cleared by Police Credit prior to the term deposit's maturity.
- (d) Deposits of a minimum of
  - i. \$5,000 can be added to the 12 months regular income account at any time;
  - ii. \$10,000 can be used to open a subsequent 50+ Investment Account at any time.
- (e) Fixed terms apply to the term deposits,
  - i. term deposit terms range from three months to five years
  - ii. 12 Months Regular Income has a 12 months term; and
  - iii. The 50+ Investment Account terms range from twelve months to five years.

- (f) Deposits cannot generally be withdrawn prior to maturity. However, under special circumstances Police Credit may, at its discretion, consider a request from the account holder for the full or partial redemption of the deposit, prior to the expiry of its full term.  
If an early withdrawal is required a request must be made in writing to Police Credit stating the amount required, the reason and payment details. Where the account is held in joint names, the request must be signed by each account holder regardless of the method of operating the account.
- (g) In the event of the withdrawal of funds prior to maturity Police Credit may at its discretion apply a reduction in the amount of interest payable on the deposit for that interest earning period.
- i. The maximum reduction will be the difference between the contracted interest rate for the redeemed deposit and the rate payable on the Multipack savings account.
  - ii. Police Credit reserves the right to vary the method of calculation of the early redemption charge at any time.
- (h) Subject to (f) and (g) above, you may withdraw from your account at any Police Credit branch, subject to providing suitable identification. You may arrange for the funds to be credited to another Police Credit account, other financial institution account or payable by cheque to the account holders.
- (i) Maturity notices are sent to account holders at least one week prior to the maturity date, along with an advice of current interest rates.
- (j) If maturity instructions are not received from you prior to maturity date, the deposit will be renewed for the same or similar term with terms and conditions prevailing at the time of maturity. Interest will be paid in accordance with previous instructions.
- (k) Proceeds of any cheque or other item deposited in your account will be subject to cheque clearance periods. Cheque clearance periods applying to cheque and money order deposits vary according to the origin and / or type of cheque or money order and the deposit is made.
- (l) You will receive a Term Deposit Certificate following the initial lodgement and each renewal.
- (m) You will receive statements of account at least six-monthly, unless you request otherwise. If a PC Visa Debit card is linked to another of your accounts a statement will be issued to you monthly.
- (n) Your statement of account/s will be sent to your last known mailing address. If you have nominated to receive eNotifications, your statement will be made available on your pc.easynet banking facility.
- (o) Police Credit may debit your account with transaction fees, dishonour fees and other standard or exception fees and charges, the amount and nature of which are detailed in our Fees and Charges brochure which also forms part of our Product Disclosure Statements and is available on our website, a branch or on request.  
You will be advised by Police Credit of any applicable fees

and charges at the time you apply for your account.

- (p) Police Credit may debit your account with government fees, charges, duties and taxes relating to your account.
- (q) Interest is calculated daily on the minimum credit balance of the account as at the end of the day up to and including the last day prior to the day that interest is credited to your account. The daily balance includes cheques deposited but not cleared.
- (r) Interest Rates vary based on a tiered rate structure according to term and amount: (Refer to interest rate brochures) and are fixed for the period of the investment, i.e. to the advised maturity date.
- (s) Interest is paid to the account holders or to their nominated account at the following times
  - i. Term deposits : annually and/or on maturity;
  - ii. 12 months Regular Income : can compound annually or be paid monthly, quarterly or annually as directed by you;
  - iii. 50+ Investment Accounts : can compound annually or be paid monthly, quarterly or annually.
- (t) The interest rate applicable on maturity will be the rate advised in the Notice of Maturity or where the standard interest rate for that term has increased as at the maturity date, the interest rate on the date of maturity.
- (u) If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised account use or errors, you must immediately notify Police Credit. If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution. If we find an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and advise you in writing of the amount of the adjustment. Police Credit will also advise you of your options regarding an external dispute resolution scheme if we do not give a final decision on the matter within a specified time, or you are not satisfied with our resolution.
- (v) Police Credit reserves the right to change these terms and conditions and to vary the fees and charges that apply to your account.

Police Credit will notify you at least 20 days before the effective date of a change that:

- Introduces a fee or charge;
- Increases a fee or charge;
- Vary the method by which interest on the account is calculated;
- Vary the circumstances when interest is debited or credited to the account.

Police Credit will notify you no later than the day the variation takes effect of another variation other than listed above.

Police Credit may notify you of changes either through:

- notices in our newsletter, on our website or sent with an account statements;
- letter or electronic communication direct to you; or
- press advertisements in a national or local media.

Written notice will not be given of a variation that is required

by an immediate need for Police Credit to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Police Credit under these terms and conditions, if the notice was issued to you at the last address for you known to Police Credit.

- (w) You agree that you will promptly notify Police Credit of any change of address for the mailing of any notifications, which Police Credit is required to send to you.
- (x) With the exception of early redemption of funds, the terms and conditions for Single and Joint Accounts as documented in this booklet apply to the operation of your account.
- (y) If your account is held in joint names (that is more than one account holder) each party to that account is jointly and severally responsible for the account and liable for all transactions on the account. With the exception of early redemption of funds, the terms and conditions for Joint Accounts as documented in this booklet also apply to the fixed term deposit and its operation.
- (z) Police Credit will comply with the provisions of the Mutual Banking Code of Practice as they apply to the use of your account and where applicable to the requirements of the Electronic Funds Transfer Code of Conduct as established by the Australian Securities and Investments Commission as they apply to the access services linked to your account. If you would like copies of either Code you should contact Police Credit.

### **3.4 'SuperFuture', Retirement Saving Account**

This account is available to members who are eligible under current superannuation legislation to make superannuation contributions, or have other individuals or companies making contributions on their behalf.

Interest is calculated daily on the SuperFuture RSA balance and credited annually on 30 June. Optional insurance cover is available.

Interest rates, terms and conditions, fees and charges information is available on request. Refer to 'SuperFuture, Retirement Savings Account' Product Disclosure Statement for full details of the main features of the account, including compliance statement.

### **3.5 First Home Saver Account**

This account is available to members who are eligible under current FHSA legislation. An FHSA is an account that provides a simple, tax effective way for first homebuyers to save for their first home through a combination of Government contributions and low taxes

Interest rates, terms and conditions, fees and charges information is available on request. Refer to FHSA Product Disclosure Statement for full details of the main features of the account.

### **3.6 Dormant Accounts**

A member that cannot be found will have money in their account dealt with in accordance with clause 5.4 of the Constitution. Police

Credit may classify a member's deposit account as a dormant account if,

- there have been no transactions in the account for at least one year,
  - Police Credit has given the member written notice, and Police Credit does not within one month, receive written notice from the member requesting that the account remain open.
- Dormant accounts may be subject to unclaimed money laws, including eligibility to charge fees in relation to dormancy and unclaimed money situation. Police Credit's Fees and Charges brochure explains our dormancy charges. Police Credit passes unclaimed monies to the Commonwealth Government under the Unclaimed Monies Act.

### **3.7 Deceased Accounts**

Police Credit will not initiate closure of a member's account on the death of the member. The closure of the account should be initiated by the executor of the deceased, by court order or person appropriately appointed or in a position to do so.

## **4. Access services offered by Police Credit**

Where your access service is

- pc.easynet online banking
- Rapid Response phone banking
- BPAY bill paying service
- PC Visa Debit Card
- Personal cheques
- Regular Payment
- Direct Debit

it is considered a non-cash payment service as defined by the Corporations Act and the features, benefits, risks and fees & charges are documented in our Non-Cash Payment Services Product Disclosure Statement available on our website and on request. Terms and Conditions of these products appear in Section 4.18 of this booklet.

You should read the Product Disclosure Statement made available to you as they set out your rights and obligations. It is important that you understand these rights and obligations.

General information and terms and conditions applying to our other access services, namely \*Making deposits to your Police Credit accounts, \*making deposits through Westpac, \*withdrawing funds from your Police Credit accounts, \*making withdrawals through other credit unions, \*corporate cheques, \*financial institution cheques, \*foreign currency deposits and \*payroll and other direct credits, follow in this booklet. The terms and conditions for telegraphic transfers and bank drafts provided by Travelex through Police Credit are provided to you by Travelex.

### **4.1 Making Deposits to your Police Credit accounts**

Deposits to a Police Credit account can be made:

- in person

- at any of our branches: Carlton, Police Academy, World Trade Centre and Monash Medical Centre.
- at any Westpac branch using the deposit book provided by Police Credit.
- by mail (no cash);
- through internet banking; and
- by direct credit (e.g. salaries, pensions, etc.)

*Note: Cash deposits over \$10,000 require a Significant Cash Transaction Report / Threshold Transaction Report to be completed.*

## **4.2 Withdraw funds from your Police Credit Accounts**

Withdrawals from 'At Call' accounts can be accessed:

- At any of our branches: Carlton, Police Academy, World Trade Centre or Monash Medical Centre.
  - at the branch of another Credit Union, by cash or corporate cheque and after providing sufficient identification.
- \* branch withdrawals not available on **easyinvest** accounts
- Via the ATM/EFTPoS network at any ATM or merchant that accepts Police Credit's Access Cards, subject to EFTPoS arrangements, Multipack or Line of Credit accounts only.
  - Over the phone using the Rapid Response service.
  - On the internet using the **pc.easynet** service.
  - Using a personal cheque book - Multipack, Deeming and Line of Credit accounts only.

Withdrawals from your credit card account can be accessed:

- At any of Police Credit's branches: Carlton, Police Academy, World Trade Centre or Monash Medical Centre.
- In person at the branch of another Credit Union, by cash or corporate cheque and after providing sufficient identification.
- Via the ATM/EFTPoS network at any ATM or merchant that accepts Police Credit's credit cards, subject to EFTPoS arrangements.

*Note 1. 24 hours notice is required for any cash withdrawal over \$5,000.*

*Note 2. Any cash withdrawal of \$10,000 or more, requires a Significant Cash Transaction Report / Threshold Transaction Report to be completed and submitted to the Australian Transactions Reports and Analysis Centre.*

## **4.3 pc.easynet**

**pc.easynet** enables account holders and their authorised signatories to have internet access to all accounts, statements and other information for which they are currently authorised.

The features of **pc.easynet** include

- transferring funds between Police Credit accounts
- transferring funds to external accounts
- making a BPAY payment
- gives the last financial year's interest information
- viewing your transactions and account balances
- storing / printing a statement of account

The terms and conditions applying to this service include the security features of your Access Code (password), the types of transactions you may conduct, the liability for unauthorised transactions and security features. These conditions must be accepted and acknowledged before a password can be issued.

The Access Code is Police Credit's means of identifying you when using pc.easynet, and when used with your member / client number, will permit any person using your member / client number and Password on 'pc.easynet' to access, operate and transact on any account linked to 'pc.easynet'.

#### **4.4 Rapid Response**

Rapid Response is a 24 hour seven days a week automated service that allows account holders and authorised signatories access to the following services:

- transfer of funds between accounts,
- card activation
- account balances,
- a list of the last ten transactions,
- advice of the last financial year's interest earned,
- obtain a statement of account,
- order a deposit book, and
- make BPAY payments.

Transfers to an account during business hours are updated the same day. Transactions out of hours will not be updated until the next business day.

*Where there is more than one signature required to complete each transaction or instruction the Access Code facility is not available.*

Members are responsible for the use and security of the Access code at all times and liable for any losses that occur arising from any failure by them or their authority to operate to properly secure and safeguard the Access code.

#### **4.5 Deposits via Westpac**

Any Westpac branch can accept credits for Police Credit provided the depositor uses a specially encoded deposit book available from Police Credit.

All account information is pre-coded on the deposit book slips – you don't need to write any more information on the deposit slip.

Deposits can be credited to a Multipack, Investment, Little Copper Club, Bonus Saver or L (Loan) account.

A cheque deposit will have a cheque clearance period of three business days. If the cheque deposit is a salary payment and immediate clearance is required, Police Credit requires written notification from the depositor's employer/pay office, confirming that the cheque is for wages.

Funds will be credited to your nominated Police Credit account the following working day. You should receive a deposit receipt clearly stamped by the Westpac customer service officer, for future reference.

If the funds deposited using a Westpac deposit book are not credited to the account the following working day, you should contact us for assistance.

#### **4.6 Inter-Credit Union Withdrawals**

Account holders and authorities to operate are able to withdraw funds from Credit Union accounts at various other Credit Unions.

You will need to check with that Credit Union to ensure that this service is available and what fees are applicable.

A telephone call is made to Police Credit to obtain authorisation for the withdrawal.

Identification (usually a driver's licence or Visa Access card) will be required when accessing this service.

#### **4.7 Cheques as Withdrawals**

##### **4.7.1 Personal Cheques**

A personal cheque book will enable access to a Multipack or Deeming account using a cheque book.

If the cheque presented for payment exceeds the available balance, Police Credit will give instruction for the cheque to be refused.

A cheque can be dishonoured if

- insufficient funds or available credit is held in the account,
- the directions on the cheque are not clear,
- the cheque is post-dated,
- the cheque is stale 'the date is more than fifteen months prior',
- the account holder is deceased or mentally incapacitated or
- fraud is suspected.

Dishonour fees may be applied.

Account holders are responsible for any use of the cheque facility by any authorised user.

To ensure you are not inconvenienced of being without a cheque book, all future cheque books will be re-ordered automatically.

The security of the cheque book is important, it must be kept in a safe and secure place. If the cheque book is stolen, lost or it is suspect that it is being misused, phone Member Response

on 13 63 73 immediately and follow up with the details in writing. Any request that an unpaid cheque be stopped must be confirmed in writing. Agreement must be given by you to indemnify Police Credit against any loss as a result of the stopped cheque. A fee will apply.

#### 4.7.2 Things you should know about your Cheque Facility.

This information does not apply to corporate cheques we may provide to you to withdraw funds from your account.

##### How long does it take to clear a cheque?

When you deposit a cheque to Police Credit account it will usually take 3 working days to clear, but it may take longer in some cases. You will NOT be able to withdraw any of the proceeds of a cheque until the cheque is cleared.

However, there are some exceptions to allow you immediate access to the proceeds of the cheque. Please check with Police Credit as to these circumstances.

Also when depositing the cheque, you can ask Police Credit for a special clearance on the cheque. We will tell you how long it will take to specially clear and the amount of any special clearance fee.

##### Crossing a cheque, 'not negotiable' or 'account payee only'

If you cross a cheque, it is a direction to your financial institution to pay the cheque into an account at a bank or other financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a bank or financial institution for payment.

Example of 'not negotiable' crossing:

<b>XYZ Credit Union</b>	Date / /
Pay..... <i>John Citizen</i>	or bearer with
the sum of..... <i>Three hundred dollars only</i>	<b>\$300-00</b>
Signature.....	

*Not negotiable*

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown in the above example.

When you cross a cheque or add the words 'not negotiable' between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances, that it should inquire if its customer has good title to the cheque.

## Example of 'account payee only' crossing:

<b>XYZ Credit Union</b>		Date / /
Pay..... <i>John Citizen</i>		or bearer with
the sum of..... <i>Three hundred dollars only</i>		<b>\$300-00</b>
Signature.....		

*Account payee only*

When you add the words 'account payee only' between these 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.

### Deleting 'or bearer' on the cheque

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. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

### How do I stop payment on a cheque?

You can stop payment on a cheque by:

- ringing Police Credit with sufficient particulars to identify the cheque; We may insist on written confirmation; or
- writing to Police Credit, again, with sufficient particulars to identify the cheque.

You must of course do this before we have paid the cheque.

### What do I do to reduce the risk of forgery?

When filling in a cheque:

- 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 'or bearer';
- 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.

## Example:

<b>XYZ Credit Union</b>	Date / /
Pay..... <i>John Citizen</i> .....	or bearer with
the sum of..... <i>Three hundred dollars only</i> .....	<b>\$300-00</b>
Signature.....	

### When can Police Credit dishonour or not pay on my cheque?

Police Credit can dishonour your cheque or not pay on it if:

- you have insufficient funds or available credit in your account to cover the cheque;
- you have not drawn up the cheque clearly so Police Credit is unsure of what you want it to do;
- you have post-dated your cheque and it is presented for payment before the date on the cheque;
- the cheque is 'stale', that is, the date of the cheque is more than 15 months ago;
- Police Credit has notice of your death or mental incapacity or
- fraud is suspected.

### 4.7.3 Credit Union Corporate Cheques

One of the ways you can withdraw funds from your account is by asking Police Credit to issue a corporate cheque. Police Credit may charge you a fee for issuing a corporate cheque.

Funds withdrawn from an account by means of a corporate cheque are for a specific payee and monetary amount, which may not be altered in any way by the account holder, authorised signatory or the payee, nor can it be endorsed for payment to another party. The cheque is crossed "Not Negotiable Bank Account Payee Only" which means that the cheque can only be paid to the credit of the payee's bank account. Security features have been built into the cheque to reduce the potential of fraud, e.g. special watermark.

### Stopping a Corporate Cheque

If you lose a corporate cheque or somebody steals it, you can ask Police Credit to stop payment on the corporate cheque. You will need to provide evidence of the loss or theft of the cheque and confirm your request in writing advising details of the particulars of the cheque and the reason. Stopping the cheque is subject to the cheque having not already been paid and the goods or services purchased not having been delivered. You may also have to give Police Credit an indemnity – the indemnity protects Police Credit if someone else claims that Police Credit wrongfully stopped the cheque.

Police Credit will not stop payment on a corporate cheque if you use the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods and services. You should contact

your government consumer agency if you need help.

#### **4.7.4 Financial Institution Cheques**

Financial institution or bank cheques, can only be issued at Westpac branches where arrangements are in place.

For Police Credit to collect the financial institution cheque from the Westpac branch on your behalf Police Credit needs 24 hours notice. This is due to the bank's time restrictions.

If you want to collect the cheque yourself, you will be required to take the Credit Union cheque endorsed by Police Credit to a pre-designated Westpac branch.

Westpac will only process instructions given by Police Credit as detailed on the back of Police Credit cheque.

There will be a financial institution cheque issue fee payable to Westpac. Fees are charged as advised by Westpac. Fees will be payable by the person collecting the cheque or if pre-arranged will be deducted from the cheque amount.

#### **4.8 Cheque as Deposits**

A cheque deposit can only be accepted if in the name of the account holder/s.

If an endorsement by the payee to the account holder appears on the reverse side of the cheque, the endorsement will be verified.

A cheque dated more than fifteen months ago will be considered stale and will not be accepted.

Cheques deposited to an account will be subject to a period of clearance days, before funds are available.

Normal clearance days for cheques are:

- Police Credit cheques – cleared immediately
- Other cheques drawn on a financial institution – 3 days
- Money orders and cheques drawn on government departments – 3 days
- Cheques drawn on a non-Australian financial institution – are presented on a collection basis and funds will be available on advice from the processing financial institution.

Clearance days are placed on any cheque deposited to an account to protect against fraud. The number of clearance days is determined by the financial institution that the cheque is drawn on. Special clearance of cheques can be arranged at the time of depositing and a fee is payable for this service.

*Note: If a cheque that has been deposited to an account is dishonoured for any reason there will be a fee payable as charged by the financial institution that received the cheque.*

## 4.9 Special Cheque Clearances

You can request a special clearance of a cheque deposited with Police Credit at the time of depositing the cheque.

A special clearance is performed by Westpac who then notifies Police Credit of the clearance answer.

There will be a bank fee payable to Westpac for this service that is payable in cash (cheques will not be accepted) at the time of the request.

You are advised that paying for a special clearance will in no way guarantee that the cheque will be cleared in any specific time period. The fee is charged for the processing of the cheque in a special way that will usually result in a quicker clearance. As cheques are sent to Westpac daily at approximately 3 pm, any special clearances requested after that time will not be sent to the bank until 3 pm on the following business day.

## 4.10 Foreign Currency - Deposits

The provision of the service for the deposit and exchange of foreign currency cheques and orders will only be provided by Police Association Credit Co-operative Limited ABN 33 087 651 661 ("herein after referred to as "Police Credit") in accordance with these terms and conditions.

By requesting the deposit and exchange of a foreign currency cheque the nominated account holder and any person acting on behalf of the nominated account holder agrees to these terms and conditions applying to such transactions.

- (i) Foreign currency cash is not accepted by Police Credit.
- (ii) Foreign currency cheques may be accepted for deposit after the face value of the cheque is converted to the Australian Dollar (AUD) equivalent by Police Credit's service provider using the service provider's exchange rate.
- (iii) The foreign currency conversion rate applied is at the absolute discretion of the service provider and will vary at any time according to the prevailing market foreign currency exchange rate.
- (iv) The conversion rate will be that rate which applies at the time of processing by the service provider, not necessarily the rate that applies at the date Police Credit initially received the deposit.
- (v) Police Credit's service provider will advise the nominated account holder or any person acting on behalf of the nominated account holder of the amount to be deposited to the nominated account and provide a written confirmation of that amount.
  - a. Deposits known to be a pension payment and the bank shown on the cheque is the government bank of that country, and where Police Credit on its discretion has agreed to accept the deposit for processing, the amount will be advised at the time of deposit.

- b. Other foreign currency deposits will be processed on a 'collection basis' and as such the amount of deposit cannot be advised at the time of deposit. A 'collection basis' refers to Police Credit's service provider's presentation of the foreign currency cheque or order to the foreign bank named on the cheque or order.
- (vi) Deposits known to be a pension payment and the bank shown on the cheque is the government bank of that country, and where Police Credit in its discretion has agreed to accept the deposit for processing, will be subject to a usual clearance period of 20 business days.
  - (vii) Other foreign currency deposits:
    - a. are presented on a collection basis and as such the clearance period is indeterminable; and,
    - b. funds arising from such a deposit will be credited to the nominated account on the day payment is received by Police Credit.
  - (viii) Even though funds are made available, the nominated account holder or any person acting on behalf of the nominated account holder agrees to reimburse Police Credit the face value and / or any cost of processing of the foreign currency cheque or order, if any such cheque or order is returned to Police Credit without payment, for any reason.
  - (ix) Fees may apply to the deposit of a foreign currency cheque or order. Refer to our fees and charges brochure for further information.
  - (x) Any fees or charges levied by Police Credit and/or our service provider will be debited to the nominated account at the time of deposit and advised to the nominated account holder or any person acting on behalf of the nominated account holder, at the time confirmation of the transaction is made.

#### **4.11 Telegraphic Transfers**

You can organise to have a telegraphic transfer sent overseas through Police Credit.

You must pay the Australian Dollar equivalent and the applicable fee at the time of application.

Police Credit will require the following information to process the transfer:

- the type of currency,
- bank name and full address, including the country and postcode,
- full name of beneficiary and
- instructions (complete branch and account numbers) for the account to be credited.

Once the money leaves Australia and is sent to a reciprocating bank overseas there may be additional charges involved. These charges are at the discretion of the recipient financial institution and cannot be waived or altered by Police Credit.

#### **4.12 Bank Drafts**

Bank drafts are available for sending funds overseas by mail.

Drafts can be issued in most currencies and are payable at the counter of an overseas bank.

A draft can be organised through Police Credit by visiting a branch or via Member Response. The Australian Dollar amount, as well as the applicable fee, is to be paid for at the time of application. A draft organised through the Member Response will be sent to you for onforwarding.

The exchange rate used will be the selling rate for the particular currency quoted by Police Credit's service provider.

#### **4.13 Regular Payments**

Payments for any financial commitment that are of a regular amount, frequency and payee may be authorised for deduction from a nominated 'At Call' savings or Line of Credit account.

Regular Payment authorities can be set up by completing a 'Regular Payment Authority' form, providing verbal instructions to Member Response or logging-on to [pc.easynet](#) and following the prompts for setting up regular transfers.

A Regular Payment will not be processed on the due date if there are insufficient funds in the account but payment will be attempted again for three consecutive business days after the due date.

If a Regular Payment is rejected due to insufficient funds, a fee will be debited from the account.

If the due date for payment falls on weekend or public holiday, the due date will be the next working day after that due date.

#### **4.14 Payroll and Direct Credits**

Direct crediting of salary and other payments to a Credit Union account is available within a wide range of organisations. The depositor should contact their employer, the paying institution and Police Credit to commence this service.

The allocation of portions of a payroll deposit to different accounts, may be advised in person at a branch of Police Credit or via Member Response service.

Any changes to an existing payroll deduction must be made by completing the applicable authority with the depositor's employer. Only the person whose salary is being paid into Police Credit account is authorised to make any alterations to the allocation or to be provided with details of the salary. No other signatory to the account will be able to obtain this information.

If the employer submits a written request for any portion of the salary to be returned to their office, Police Credit may be obliged to do so immediately.

The deposited salary will not be made available for use until the

date specified by the depositor's pay office.

Police Credit will endeavour at all times to deposit the salary into the nominated account as soon as advice is received from the employer. Police Credit will not be held responsible for any delays in receiving pay advice from the employer.

To cancel a Whole of Pay/Salary Deduction authority, the depositor must complete a new Whole of Pay/Salary Deduction form available at Police Credit and must immediately inform their pay office of the new banking details for the salary.

#### **4.15 Direct Debits**

A direct debit is a convenient and efficient method of 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. The direct debit can also be linked to a credit card. 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 credit or debit card account including where possible, assisting you to seek a chargeback. Direct Debits can only be deducted from Police Credit 'At Call' accounts and to commence you must complete and return a Direct Debit Authority supplied by the relative organisation / merchant, to that organisation for registration with them.

A Direct Debit will not be processed if there are insufficient available funds in the nominated account and the rejection will incur associated fees debited from the account.

#### **4.16 BPAY**

The BPAY Scheme enables you to instruct Police Credit, via Rapid Response or [pc.easynet](#), to make payments on their behalf to organisations ("Billers").

#### **4.17 Access Cards**

Police Credit provides three access cards

- PC Visa Debit card which is a debit card, not a credit card and may give you a better control of your finances; and

- PC Visa Credit Gold and PC Visa Credit Silver where you can choose the credit card that is right for you.

#### **4.17.1 PC Visa Debit Card**

The PC Visa Debit Card provides access to cash through the Multipack and Line of Credit account via all automatic teller machines (ATM) displaying the Visa logo and any EFTPoS terminal within Australia.

An optional overdraft is available to use with the Card, to approved applicants over 18 years of age. Terms and conditions, fees and charges apply.

The guidelines of the EFT Code of Conduct apply to this service. The PC Visa Debit Card Conditions of Use (terms and conditions) are documented at item 4.18 of this booklet. Fees and charges can be found in our Product Disclosure Statement are available on our website and on enquiry.

#### **4.17.2 PC Visa Credit Cards**

The PC Visa Credit Cards provide access to credit through the PC Visa Silver credit card or PC Visa Gold credit card account via all automatic teller machines (ATM) displaying the Visa logo and any EFTPoS terminal within Australia. The PC Cash Back Rewards program for the PC Visa Gold credit card allows you to earn whenever you spend.

Any EFTPoS terminal anywhere in Australia will accept the PC card for retail purchases. Cash is available through most EFTPoS terminals as a Visa Cash Advance. Throughout the world restaurants, retailers, sports venues, theatres and service organisations displaying the Visa logo will accept the PC card for merchant purchases.

You should read the operating guidelines in the Conditions of Use brochure applying to respective PC card. The Conditions of Use will explain the your rights and obligations in relation to the card. It will also explain the nature of your liability for any unauthorised use of the Card.

Depending on how you use your card fees and charges may apply to transactions. Refer to our Fees and Charges Product Disclosure Statement for further information.

#### **4.17.3 Chargebacks**

A chargeback is a right that we exercise on behalf of you as the cardholder (of a debit or credit card). It is a right to charge back responsibility for a credit (or debit) card transaction from the cardholder's financial institution to the merchant's financial institution.

If you dispute a credit or debit card transaction we will promptly claim a chargeback right on your behalf where one exists.

As a credit card holder you have rights under the rules of your credit card scheme to dispute credit card transactions. If you believe a purchase was not properly authorised or processed, or there is some other problem, you may have a right to recover the amount of the purchase under the scheme's 'Chargeback Rules'.

Each scheme has a dispute resolution process in its operating rules. This process outlines various circumstances and timeframes which you, as a credit card holder, can dispute transactions by asking us to 'charge back' the transaction to the merchant who processed it. This process is called the 'Chargeback' process. If your claim fits within the Chargeback Rules and you have notified us within the set timeframes, we will charge back the transaction as quickly and efficiently as possible.

Please remember that disputed transactions can take some time to resolve. However, we will always let you know as soon as possible once we have been advised of the outcome. If your charge back is successful we will credit the disputed amount back to your account. You can always contact us for updates on the progress of a charge back request.

#### **4.17.4 Additional or Subsidiary Card**

If you have a credit card or debit card with us, you may ask us to issue an additional card to someone else.

The additional card is usually called a subsidiary card or third party cardholder. Subsidiary or additional cardholders are sometimes called third party cardholders, they are not a joint or second named account holder. The subsidiary cardholder is merely able to access funds held by the account holders. We will only issue a subsidiary card to a person who is over the age of 18 years. Giving somebody a subsidiary card gives the person access to the money in your account, including any credit limit. You will be liable for any money that the subsidiary cardholder withdraws from your account using the subsidiary card.

You must surrender or have taken reasonable steps to surrender, the subsidiary card to us before the cancellation is effective. Taking reasonable steps includes

- Contacting the subsidiary cardholder and seeking return of card;
- Making formal request to cardholder, in writing;
- Making formal request through solicitor in family law situations and
- Providing statutory declaration setting out what actions you have taken to have the card returned.

You should read the terms and conditions of your credit card or debit card. The terms and conditions will explain your rights and obligations in relation to any subsidiary card. It will also explain the nature of your liability for any money that the

subsidiary cardholder withdraws using the subsidiary card.

The guidelines of the EFT Code of Conduct apply. The Conditions of Use (terms and conditions) are documented at item 4.18 of this booklet. Fees and charges can be found in our Product Disclosure Statement are available on our website and on enquiry.

#### **4.18 Access Services (Non Cash Payment Services) Terms and Conditions**

*The following terms and conditions (in addition to the terms and conditions applying to the respective account) apply to the access service as named.*

#### **A pc.easynet Terms and Conditions**

These conditions of use form part of the terms and conditions that apply to the account you have access to using pc.easynet. These conditions of use do not replace or vary any other terms and conditions that apply to your accounts. If the terms and conditions applying to any Police Credit account accessed through pc.easynet are inconsistent with these conditions of use, then these conditions of use override those Terms and Conditions to the extent of inconsistency.

Please read carefully through the Terms and Conditions now and if you do not understand any part of them or if you have difficulty using the service please call Member Response on 13 63 73.

Upon your acceptance of these Terms and Conditions and registration for pc.easynet we will issue you with a pc.easynet password. Registration is effected by completing and signing the pc.easynet application form which accompanies these Terms and Conditions.

#### **1 Your access code**

In these conditions of use 'Password' means the personal access code that is issued to you upon registering to use pc.easynet. To log on to pc.easynet the password must be used in conjunction with your member number.

The access code is the Credit Union's means of identifying you. Your member / client number and password will permit any person using your member / client number and password on pc.easynet to access, operate, transact on and view the eStatement for any account linked to pc.easynet.

When you apply for registration, you will be required to provide a password. Once you have been registered to use pc.easynet you will need to change the initial password to another password before you can conduct any further enquiries or transactions.

#### **2 Authorised users**

If you have previously or in the future nominated an authorised user to your account(s) you acknowledge that:

- (a) each authorised user nominated by you to have access on your account(s) can use the pc.easynet service and, by using the service, can access, operate and transact on your linked account(s) in the way that you can; and
- (b) any variation to existing authorities must be lodged on the approved form available at any branch of the Credit Union.

Any joint membership or joint account for which the Credit Union holds a standing instruction that two or more parties to the membership or account must sign to transact on that membership or account must observe security requirements as set out in these Terms and Conditions. If you fail to do so you may incur increased liability for unauthorised use of your password. See conditions 5 and 7.

You are responsible for any use of the service by an authorised user including all transactions performed by any authorised user who has access on your account(s), through pc.easynet, as if that user were by you. You are also responsible for ensuring that each authorised user complies with all obligations and responsibilities imposed on you under these Terms and Conditions.

### **3 Using a terminal**

When you use your member number and password to log on to a terminal, you authorise us to act on the instructions entered into the terminal.

### **4 Transactions**

If you instruct us to make a payment, including transfers between your accounts, to other Police Credit accounts and to accounts at another financial institution, before 3pm on a Banking Business Day (any day on which banks in Sydney and Melbourne are able to effect settlement through the Reserve Bank of Australia), it will in most cases be treated as having been made on the same day. However, the payment may take longer to be credited to another party if you instruct us to make a payment on a Saturday, Sunday or a public holiday or if a participant in the BPAY Scheme does not process a payment as soon as they receive its details.

We may assign any date we consider appropriate to a debit or credit you carry out. We may subsequently adjust debits and credits to accurately reflect the legal obligations of you and us. If we do this, we may make consequential changes (including interest charges). The Credit Union may set and vary transaction limits at any time.

You should check your accounts properly after transacting on pc.easynet. When you receive your Statement of Account or eStatement notification you should carefully check that all entries appearing in your Statement of Account are in accordance with your instructions. You should report to us immediately any discrepancies including any transaction that you did not authorise.

If because of your delay in notifying the Credit Union of any irregular or unauthorised transactions, the Credit Union is unable to take

advantage of any rights or remedies that may have otherwise been available to it to reverse or correct such transactions, you shall not be entitled to dispute your liability of the Credit Union for the amounts of such transactions as disclosed in your statement of account.

You will be liable for and shall indemnify us against any loss or damage we will or may suffer arising from:

- you failing to observe your obligations under these Terms and Conditions
- because you have acted negligently or fraudulently when using pc.easynet
- because you have given incomplete instructions
- because of insufficient available funds in the relevant account
- because of the suspension of the service.

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act 1974 or equivalent state or territory legislation.

#### **4.1 Transaction Lists**

A Transaction List viewed, printed or downloaded from pc.easynet does not constitute a statement of your account Police Credit is required to issue to you in accordance with the terms and conditions applicable to your account/s.

A Transaction List is not an eStatement.

**4.2 eStatements** eStatements is the electronic provision of your statement of account. You may use eStatements as an alternative service to receiving the paper version of your statement of account. eStatements is available to all members / account holders who have elected to receive eCommunications and have registered for pc.easynet.

### **5 Security of your password**

The security of your password is very important. You should memorise your code and then destroy any record of it. If you do not feel confident about remembering your code, you must make every effort to ensure that any record of your password is not misused, lost or stolen. If you fail to observe the security requirements set out in these Terms and Conditions you may incur increased liability for unauthorised use of your password, see condition 7.

You must:

- not record your password on any item that is liable to loss or theft
- not disguise your password by reversing the sequence or using alphabetical characters or numbers; A = 1
- not describe your password as a 'password', 'access code' or something similar
- not keep your record of passwords, member numbers and other confidential information together, they must be kept

separate and apart from each other

- not select or disguise your password by using dates of birth, family members names, social security, licence or telephone numbers, other access codes, or combinations or parts of same
- not store or use a memory aid to store your password in any low security electronic device of any kind, such as (but not limited to):
  - calculators
  - personal computers
  - electronic organisers
- not tell any unauthorised person the password
- not allow any unauthorised person to read, watch the entry of or hear the password
- immediately inform the Credit Union in accordance with clause 6 of the loss, theft or unauthorised use of the password; and
- regularly change the password for security reasons.

There may be other forms of disguise that may also be unsuitable because of the ease of another person detecting your password.

## **6 Loss of password and cancelling registration**

If your password is stolen, you suspect that your password is known to someone else, you suspect any unauthorised use of your password or forget your password, you must immediately log on to **pc.easynet** and change your password or contact the Credit Union by calling 13 63 73 during business hours and change your password.

You may request Police Credit to cancel your registration to use **pc.easynet** by calling Member Response on 13 63 73. We will inform you when the cancellation is effective.

Any unreasonable delay in notifying us may result in possible increased losses from unauthorised transactions.

If your registration is cancelled, any future dated payments that you authorised using **pc.easynet** may not be cancelled. These should be cancelled by contacting your nearest branch or by calling 13 63 73.

## **7 Liability for unauthorised transactions**

Your liability for unauthorised transactions that occur through **pc.easynet** where it is unclear whether you have contributed to the losses resulting from the unauthorised transaction will normally be limited to

- \$150
- the balance of the accounts accessed through **pc.easynet**; or
- the actual loss incurred,

whichever is the smallest amount.

You are not liable for any losses that occur through **pc.easynet**:

- where it is clear that you have not contributed to those losses;
- for any unauthorised operation that occurs before you have received notification of your password registration from Police

Credit;

- that are caused by the fraudulent or negligent conduct of Police Credit employees or agents; or
- resulting from unauthorised transactions occurring after you tell us that any of your codes have been misused, lost or stolen or have become known to someone else or with your previous password after you change it to a new password.

You will not be liable for any unauthorised transactions that occur through pc.easynet after you have given us notice that you no longer wish to use pc.easynet and we have confirmed in writing that your access has been cancelled.

However, if you have contributed to the unauthorised use because you:

- recorded or indicated your password on any item that is liable to loss or theft
- disclosed your password (including to a family member, friend or one of our staff)
- allowed someone else to use your password
- did not sufficiently disguise your password (see condition 5)
- selected any of the password combinations detailed in condition 5
- allowed someone else to access your accounts by not logging off from pc.easynet
- have contributed to the unauthorised use by failing to immediately notify the Credit Union of the unauthorised use of the password.

Your liability will not exceed the lesser of:

- the balance plus any credit limit of the accounts you have access to using
- the actual loss incurred

whichever is the smallest amount.

For **BPAY Scheme liability**, refer to the *BPAY Scheme Terms and Conditions*.

## 8 Fees and Charges

We may charge you and debit your account with any fees and charges that apply. At this time the provision of pc.easynet does not attract fees, however certain transactions which may be performed may incur a fee and you are referred to the Credit Union's Fees and Charges brochure. Information of the Credit Union's current fees and charges are available on our website, at any branch of the Credit Union, or by calling Member Response on 13 63 73.

The Credit Union reserves the right to impose fees and charges in relation to this service.

## 9 Transactions to external accounts

Where debits are initiated from your Police Credit account to external accounts with other financial institutions the Credit Union reserves the right to limit the dollar value of such transactions. Any

variation in limits will be subject to Credit Union approval.

The Credit Union will not be liable for any delays or errors by or for the failure of other parties to accept or acknowledge receipt of, funds which you or an authorised user have instructed the Credit Union to pay to or via that party or for delays in advising you or crediting you if a transfer or payment instruction is not successfully processed by another party.

Transactions to external accounts mean a transfer of value to an account held at another financial institution with a bank /state / branch number of six digits and an account number of up to nine digits.

## **10 Dispute resolution**

The Credit Union has established an internal procedure to resolve any disputes a member, account holder or authority to operate may have with the Credit Union, including any online banking or BPAY Payment dispute. The Credit Union also has access to an external and impartial system to enable a member, account holder or authority to operate to resolve any online banking or BPAY Payment dispute that cannot be satisfactorily dealt with by the Credit Union's internal procedures. A copy of our Complaints Dispute Resolution Guide which details our procedures, is available on our website [www.policecredit.com.au](http://www.policecredit.com.au), from any branch or by calling Member Response on 13 63 73.

## **11 Security of pc.easynet banking**

The Credit Union will use such measures as it deems reasonable to help ensure the security of the internet banking environment, including firewalls and data encryption.

Notwithstanding this, the Credit Union can not guarantee that data transmission over the internet is absolutely secure.

You are responsible for your own anti-virus and security measures and those of any authorised user, to prevent unauthorised access via pc.easynet to your transactions.

The Credit Union will take all reasonable steps to ensure that the information that we make available to you through pc.easynet is correct and updated regularly.

We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstances beyond our reasonable control.

## **12 Suspension**

The Credit Union may cancel your password or suspend your right to participate in pc.easynet at anytime and without notice to you if:

- the Credit Union believes that the password is being misused or has been used to conduct an unauthorised transaction or
- if the account holder has ceased to be a member of the Credit

Union under Division 5 of the Constitution of the Credit Union.

### **13 Other conditions**

Police Credit may at any time add to, remove, change or impose restrictions on, the functions of pc.easynet in any respect.

### **14 Industry Codes of Practice**

Police Credit warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct (EFT Code) as established by the Australian Securities and Investments Commission and with the provisions of any industry Code of Practice if Police Credit has agreed to be bound by the industry code of practice.

If you are using the service wholly and exclusively for private or domestic use, the relevant provisions of that Code of Practice will apply.

Police Credit will make available to any member or customer a copy of our industry Code of Practice.

### **15 Changes to these conditions**

We may change these conditions of use from time to time. If we do we will give you notice, as specified under the industry Code of Practice.

### **16 Definitions**

**Authorised User:** Authority to Operate or Authorised Signatory as being a person authorised by you to operate an account.

**BPAY® Scheme:** we are a member of the BPAY Scheme, the electronic payments scheme through which you ask us to make payments (BPAY Payments) on your behalf to organizations (Billers) who tell you that you can make payments to them through this scheme. We will tell you if we cease to be a member of this scheme. BPAY®, registered to BPAY Pty Ltd ABN 69 079 137 518.

**eCommunications:** Police Credit's electronic communications service.

**eStatements:** Police Credit's provision of statements of account through electronic means.

**pc.easynet:** Police Credit's Online Banking Service.

**We/Police Credit/PC/Credit Union:** Police Association Credit Co-operative Limited ABN 33 087 651 661. Any other grammatical form of the word 'we' has a corresponding meaning.

**You:** The member or any person authorised to act on your behalf. Any other grammatical form of the word 'you' has a corresponding meaning.

### **17 Jurisdiction**

These Terms and Conditions and the transactions contemplated by

these Terms and Conditions are governed by the laws of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those Courts.

## 18 Privacy information

Police Credit is governed by laws to protect the privacy of your personal and financial information. In handling your personal and financial information, Police Credit is committed to complying with the Privacy Act 1988, the National Privacy Principles (NPP) and the industry Code of Practice.

Police Credit uses your personal and financial information to:

- administer your membership and products and services
- facilitate Police Credit's internal business operations, including fulfilment of any legal requirements
- carry out confidential maintenance and testing of computer systems.

Police Credit may disclose your personal and financial information, as necessary:

- on a confidential basis to our agents, contractors or third party service providers that provide financial, administrative or other services for the purposes of Police Credit's business
- where the law requires us to do so or
- if you consent.

You are entitled at anytime to request access to personal and financial information held by Police Credit about you and to ask Police Credit to correct this information where you believe it is incorrect or out of date. No fee will be charged for an access request but Police Credit may charge you the reasonable costs of giving you any information you have requested.

Should you wish to make such a request with respect to your membership or accounts, you should write to the Privacy Officer at PO Box 669 Carlton South Vic 3053.

Our Privacy Policy sets out in detail our policies on management of personal and financial information. This Policy is available on request from any branch of Police Credit, by calling Member Response on 13 63 73 or on our website [www.policecredit.com.au](http://www.policecredit.com.au).

## 19 BPAY scheme

If you require us to make BPAY payments on your behalf to billers who tell you that you can make payments to them through the BPAY Scheme using [pc.easynet](http://pc.easynet) the BPAY Terms and Conditions set out in Section C of this item 4.18 of this booklet, or described as Specific BPAY Terms and Conditions following these terms and conditions appearing on the [pc.easynet](http://pc.easynet) online banking site, will apply to the making of the payment.

## B Rapid Response Terms and Conditions

*These terms and conditions should be in conjunction with the Terms and Conditions of the BPAY Scheme for Payments conducted under that*

*Scheme which are in addition to the Terms and Conditions of the Rapid Response service.*

## **1 Access code**

- 1.1 To use this service, the account holder and/or their authorised signatory is required to register a four digit personal identification (Access) code. This can be done by calling Member Response on 13 63 73 to obtain the Rapid Response Authority.
- 1.2 Where there is more than one signature required to complete each transaction or instruction the Rapid Response Payment or Instruction service is not available.
- 1.3 The Access Code may also be used when Police Credit can not verify the member's identity by way of a signature comparison.
- 1.4 **Security of your Access Code**  
The security of your Access Code is very important. You should memorise your code and then destroy any record of it. If you do not feel confident about remembering your code, you must make every effort to ensure that any record of your Access Code is not misused, lost or stolen. If you fail to observe the security requirements set out in these Terms and Conditions you may incur increased liability for unauthorised use of your Access Code, see condition 3.

You must:

- not record your Access Code on any item that is liable to loss or theft
- not disguise your Access Code by reversing the sequence or using alphabetical characters or numbers; A = 1
- not describe your Access Code as a 'password', 'access code' or something similar
- not keep your record of Access Codes, member numbers and other confidential information together, they must be kept separate and apart from each other
- not select or disguise your Access Code by using dates of birth, family members names, social security, licence or telephone numbers, other access codes, or combinations or parts of same
- not store or use a memory aid to store your Access Code in any low security electronic device of any kind, such as (but not limited to):
  - calculators
  - personal computers
  - electronic organisers
- not tell any unauthorised person the Access Code
- not allow any unauthorised person to read, watch the entry of or hear the Access Code
- immediately inform the Credit Union in accordance with clause 6 of the loss, theft or unauthorised use of the Access Code
- regularly change the Access Code for security reasons.

There may be other forms of disguise that may also be unsuitable because of the ease of another person detecting your Access Code.

## **2 Payments**

- 2.1 The service is available 24 hours a day, seven days a week.
- 2.2 You should notify us immediately if you become aware

that you may have made a mistake (except for a mistake as to the amount you mean to pay - for those errors see clause 2.6 below) when instructing us to make a payment, or if you did not authorise a payment that has been made from your account. Clause 3 describes when and how we will arrange for such a payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

- 2.3 Subject to [clause 10 – Cut-off Time] a payment you will make will be treated as received by the account holder to whom it is directed:
- (a) on the date you make that payment, if you tell us to make the payment before our Payment Cut-off Time on a Banking Business Day or
  - (b) on the next Banking Business Day, if you tell us to make a payment after our Payment Cut-off Time on a Banking Business Day, or on a Non-Banking Business Day.
- 2.4 A delay might occur in the processing a payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a payment
  - (b) you tell us to make a payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day.
- 2.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 2.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 2.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a payment and you later discover that:
- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the account holder to obtain a refund of the excess; or
  - (b) the amount you told us to pay was less than the amount you needed to pay, you can make another payment for the difference between the amount actually paid to a account holder and the amount you needed to pay.

### **3 Liability for mistaken payments, unauthorised transactions and fraud**

- 3.1 We will attempt to make sure that your payments are processed promptly. You must tell us promptly if:
- you become aware of any delays or mistakes in processing your payments
  - if you did not authorise a payment that has been made from your account; or
  - if you think that you have been fraudulently induced to make a payment.

We will attempt to rectify any such matters in relation to your payments in the way described in this clause. However, except as set out in this clause 3 and clause 12, we will not be liable for any loss or damage you suffer as a result of using the Scheme.

- 3.2 If a payment is made to a person or for an amount which is not in accordance with your instructions (if any), and

your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we can not recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

- 3.3 If a payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
  - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 3.4 If a payment you have made falls within the type described in clause 3.3 and also clause 3.2, then we will apply the principles stated in clause 3.3.
- 3.5 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under these terms and conditions or
  - (b) acted negligently or fraudulently in connection with this agreement.
- 3.6 If you tell us that a payment made from your account is unauthorised, you must first give us your written consent addressed to the account holder who received that payment, consenting to us obtaining from the account holder information about the payment, including such information as we reasonably require to investigate the payment. We are not obliged to investigate or rectify any payment if you do not give us this consent.
- 3.7 When you tell us to make a payment, you must give us the information specified in clause 6. We will then debit your account or the account you specify with the amount of that payment.

#### **4 How to use the Rapid Response service**

- 4.1 Payments can only be made from At-Call Savings Accounts for which you are an account holder or an authority to operate and in accordance with directions for the account operation given by the account holder/s and held by the credit union.
- 4.2 To use the Rapid Response service you must call 13 63 73 and press 1 for the Rapid Response and BPAY services:
- enter your member number, followed by the # key
  - enter your access code, followed by the # key and listen to your savings account balance
  - then press the appropriate key for the service you require, for example press 1 for BPAY
  - when conducting a financial transaction await the receipt number for your record.

4.3 You must comply with the Terms and Conditions applying to your membership and the relative account to which you request us to debit a payment, to the extent that those account terms are not inconsistent with or expressly overridden by these Terms and Conditions and the BPAY Terms and Conditions. The BPAY Terms and Conditions are in addition to the Terms and Conditions of the Rapid Response service.

If there is any inconsistency between the Terms and Conditions applying to the account and the Rapid Response Terms and Conditions or BPAY Terms and Conditions, if the transaction is:

- a BPAY Payment, the BPAY Terms and Conditions will apply to the extent of that inconsistency (including the EFT Code of Conduct does not apply); or
- Payment, other than a BPAY Payment the Rapid Response terms and conditions, the Rapid Response Terms and Conditions will apply to the extent of that inconsistency (including the EFT Code of Conduct does not apply).

## **5 Valid payment direction**

We will treat your instruction to make a Payment as valid if, when you give it to us you comply with the following security procedure.

You have applied and are registered as a Rapid Response service user. You understand that when phoning the Rapid Response service and by entering your Access Code, you will have access to certain information relating to the balances and transactions already posted to your accounts and have the ability to transfer funds within your accounts and to give instructions to make a Rapid Response Payment or a BPAY Payment. You understand that you are responsible for the use and security of your Access Code at all times and that you are liable for any losses that you may suffer arising from any failure by yourself to properly secure your Access Code. You have also agreed to be bound by the rules of Police Credit regarding the use of these services.

**For security reasons keep your Access Codes and account numbers in safe and separate places. The Access Codes provided can only be amended in writing.**

## **6 Information you must give us**

Once you have accessed the Rapid Response service you should follow the prompts to provide the information you must give us to instruct us to make a payment. This information includes your member number, your Access Code, the account you wish to debit, the amount you wish to pay.

You acknowledge that we shall not be obliged to effect a payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## **7 Payment queries**

Police Credit has established an internal procedure to resolve any disputes a member, account holder or authority to operate may have with Police Credit, including any payment or Rapid Response

service dispute. Police Credit also has access to an external and impartial system to enable a member, account holder or authority to operate to resolve any payment or service dispute that cannot be satisfactorily dealt with by Police Credit's internal procedures. Details of this external system and our internal dispute resolution procedure are contained in the Complaint and Dispute Resolution Guide available from Police Credit's website or on request.

## **8 Changes to Terms and Conditions**

We may change these conditions of use from time to time. If we do we will give you notice as specified under the industry code of practice.

## **9 Suspension**

9.1 We may suspend your right to participate in the Rapid Response service at any time.

9.2 The circumstances in which we may suspend your right to participate are:

- if the account holder has ceased to be a member of Police Credit under Division 5 of the Constitution of Police Credit; or
- if Payer or someone acting on their behalf is suspected of being fraudulent.

## **10 Cut-off times**

If you tell us to make a payment before 5pm on a Banking Business Day, it will in most cases be treated as having been made on the same day.

However, the payment may take longer to be credited to an account if you tell us to make a payment on a Saturday, Sunday or a public holiday.

## **11 Account statements**

You should check your account statement carefully and promptly report to us as soon as you become aware of them any payments that you think are errors or are payments that you did not authorise or you think were made by some one else without your permission.

## **12 Consequential damage**

We are not liable for any consequential loss or damage you suffer as a result of using the Rapid Response service, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **13 BPAY scheme**

If you require us to make BPAY payments on your behalf to billers who tell you that you can make payments to them through the BPAY scheme using Rapid Response the BPAY Terms and Conditions set out in Section C will apply to the making of the payment.

## **14 Definitions**

**Banking Business Day:** any day on which banks in Melbourne or

Sydney are able to effect settlement through the Reserve Bank of Australia.

**BPAY:** Registered to BPAY Pty Ltd 69 079 137 518.

**Payments:** see clause 2.

**Payment Cut-off Time:** with respect to a Banking Business Day, the time specified in clause 10 for that day.

**You:** the account holder instructing us to make payments from time to time. Any other grammatical form of the word 'you' has a corresponding meaning.

**We:** Police Association Credit Co-operative Limited, Police Credit. Any other grammatical form of the word 'we' has a corresponding meaning.

## **C BPAY Terms and Conditions**

### **PART A**

#### **1 Payments**

- 1.1 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.
- 1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see clause 1.6 below) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.
- 1.3 Subject to (clause 12 – Cut-off Time) Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you will make will be treated as received by the Biller to whom it is directed:
  - (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-off Time on a Banking Business Day; or
  - (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-off Time on a Banking Business Day, or on a non-Banking Business Day.
- 1.4 A delay might occur in processing a BPAY Payment where:
  - (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment
  - (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day
  - (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - (d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not

continue for more than one Banking Business Day, any such delay may continue for a longer period.

- 1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

## **2 Liability**

### ***EFT Code***

- 2.1 If under this clause 2 you are liable for an unauthorised or fraudulent payment made on or after 1 April 2002 or as a result of a BPAY View billing error and the Electronic Funds Transfer Code of Conduct (EFT Code) applies, then your liability is limited to the lesser of

- (a) the amount of that unauthorised or fraudulent payment; and
- (b) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

If (b) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

### ***Mistaken payments, unauthorised transactions and fraud***

- 2.2 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY Payments,
- if you did not authorise a BPAY Payment that has been made from your account, or
- if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this clause 2 and clause 15, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

### ***Mistaken payments***

- 2.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that

payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

### ***Unauthorised payments***

2.4 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

### ***Fraudulent payments***

2.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### ***Resolution principles***

2.6 If a BPAY Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.

If a BPAY Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

### ***Chargebacks***

2.6A Except where a BPAY Payment is a mistaken payment referred to in clause 2.3, an unauthorised payment referred to in clause 2.4, or a fraudulent payment to in clause 2.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

**Important: Even where your BPAY Payment has been made using a credit card or a charge card, 'no chargeback' rights will be available under the card scheme rules.**

### ***Indemnity***

2.7 You indemnify us against any loss or damage we may suffer

due to any claim, demand or action of any kind brought against us arising directly or indirectly because you

- (a) did not observe any of your obligations under these terms and conditions; or
- (b) acted negligently or fraudulently in connection with this agreement.

### ***Biller Consent***

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

### 2.9 BPAY View billing errors

2.9.1 For the purposes of this clause 2.9, a BPAY View billing error means any of the following:

- if you have successfully registered with BPAY View:
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - giving a bill to the wrong person;
  - giving a bill with incorrect details
- if your BPAY View deregistration has failed for any reason:
  - give you a bill if you have unsuccessfully attempted to deregister.

2.9.2 You agree that if billing error occurs:

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

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

## ***3 Batch Entry Payments***

*Batch Entry is a method of making BPAY Payments to one or more billers by compiling and transmitting a computer file to us, which contains payer directions.*

- 3.1 You may make your BPAY Payments with us by a Batch Entry Payment method if we agree that you may do so. A Batch Entry method is only available to a payer making BPAY Payments on its own behalf or a payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.
- 3.2 You may only make a Batch Entry Payment with us by debiting your credit card account or debit card account held by us (as the case may be).
- 3.3 If you use a Batch Entry Payment method you warrant to us that you make such a BPAY Payment:
  - (a) on your own account as payer and not for the benefit of any other person (including an individual, a body corporate, a firm, an unincorporated association or an authority) or as payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
  - (b) not to carry on a business of making payments through the BPAY Scheme using Batch Entry Payment methods.
- 3.4 If you use a Batch Entry Payment method you agree to notify us in writing of any non-compliance by you with a term of this agreement in connection with making a Batch Entry Payment as soon as practicable after you become aware of the non-compliance.
- 3.5 All other Terms and Conditions set out in these Payer Terms apply to Batch Entry Payments.

## **PART B**

### **4 BPAY scheme**

- 4.1 The Police Association Credit Co-operative Limited is a member of the BPAY Scheme. The BPAY Scheme is
  - an electronics payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments).
  - a scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by you by:
    - opening an email sent to you whenever a bill or statement is received by us with a link to our Website or Internet Banking site; or
    - accessing our Website,and may choose to pay them electronically using internet banking or telephone banking or any other payment method accepted by the Biller.

We will tell you if we are no longer a member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller and you may nominate us as a Biller for the purposes of your use of BPAY View.

- 4.2 When you tell us to make a BPAY Payment, you must give us the information specified in clause 7 below. We will then

debit your account or the account you specify with the amount of that BPAY Payment.

## 5 How to use the BPAY scheme

- 5.1 BPAY Payments can only be made from At-Call Savings Accounts for which you are an account holder or an authority to operate and in accordance with directions for the account operation given by the account holder/s and held by the credit union.
- 5.2 To use the BPAY Scheme you must access either:  
Police Credit's **online banking service** [pc.easynet](http://pc.easynet) by: visiting the website [www.policecredit.com.au](http://www.policecredit.com.au) and following the prompts; or  
**Rapid Response service** by:
- calling 13 63 73 and press 1 for the Rapid Response and BPAY services
  - enter your member number, followed by the # key
  - enter your access code, followed by the # key and listen to your savings account balance
  - then press 1 for BPAY and to conduct a BPAY Payment follow the prompts
  - select the account you wish to debit, the amount you wish to pay, the Biller's Code, the Customer Reference Number shown on your bill
  - await the receipt number for your record.
- 5.3 You must comply with the Terms and Conditions applying to your membership and the relative account to which you request us to debit a BPAY Payment, to the extent that those account Terms are not inconsistent with or expressly overridden by the BPAY Terms and Conditions. The BPAY Terms set out below are in addition to those terms.

If there is any inconsistency between the Terms and Conditions applying to the account and the BPAY Terms and Conditions, the BPAY Terms and Conditions will apply to the extent of that inconsistency (including if a BPAY Payment is made before 1 April 2002, the EFT Code of Conduct does not apply).

- 5.4 When you use a credit card to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.
- 5.5 The payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

## 6 Valid payment direction

We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with the following security procedure.

You have applied and are registered as a [pc.easynet](http://pc.easynet) or Rapid Response service user. You understand that when entering the

pc.easynet service or phoning the Rapid Response service and by entering your Access Code, you will have access to certain information relating to the balances and transactions already posted to your accounts and have the ability to transfer funds within your accounts and to give instructions to make a BPAY Payment under the BPAY Scheme.

You understand that you are responsible for the use and security of your Access Code at all times and that you are liable for any losses that you may suffer arising from any failure by yourself to properly secure your Access Code.

You have also agreed to be bound by the rules of the Credit Union regarding the use of these services.

**For security reasons keep your Access Codes and account numbers in safe and separate places.**

## **7 Information you must give us**

Once you have accessed the pc.easynet or Rapid Response service you should follow the prompts to provide the information you must give us to instruct us to make a BPAY Payment. This information includes your member number, your Access Code, the account you wish to debit, the amount you wish to pay, the Biller's Code and the Customer Reference Number shown on your bill. You may also wish to specify how that information can be given.

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## **8 Payment queries**

Police Credit has established an internal procedure to resolve any disputes a member, account holder or authority to operate may have with Police Credit, including any BPAY Payment or Scheme dispute. Police Credit also has access to an external and impartial system to enable a member, account holder or authority to operate to resolve any BPAY Payment dispute that cannot be satisfactorily dealt with by Police Credit's internal procedures. Details of this external system and our internal dispute resolution procedure are detailed in our Complaints and Dispute Resolution Guide, available from our website and upon request.

## **9 BPAY View**

9.1 You need to register in order to use BPAY View. Call 13 63 73 to find out how or register at pc.easynet by visiting our website [www.policecredit.com.au](http://www.policecredit.com.au).

9.2 If you register with BPAY View, you

- (a) agree to our disclosing to Billers nominated by you:
  - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so):

and

(ii) that an event in clause 9.3(b), (c), (d), (e) or (f) has occurred;

- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
  - (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.
- 9.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - (b) if you or a Biller de-register from BPAY View;
  - (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - (e) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason;
  - (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- 9.4 You agree that when using BPAY View:
- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
    - (ii) at the email address nominated by you;
  - (b) if you receive notification on our Website without an email then that bill or statement is received by you:
    - (i) when a notification is posted on our Website, whether or not you choose to access our Website; and
    - (ii) at our Website;
  - (c) bills and statements delivered to you remain access through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
  - (d) you will contact the Biller direct if you have any queries in relation to bills or statements.
- 9.5 You must:
- (a) check your emails or our Website at least weekly;
  - (b) tell us if your contact details (including email address) change;
  - (c) tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
  - (d) ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

## 10 Changes to terms

10.1 We can change these terms at any time.

10.2 We will tell you about any changes by:

- (a) when, in relation to the BPAY Scheme, Police Credit intends to introduce a fee or charge, Police Credit will provide written notice, of the change to each affected member or account holder at least 20 days before it takes effect. The notice period for other variations to these terms and conditions will be in accordance with the industry code of practice.
- (b) Police Credit will notify affected members and account holders of variations to the BPAY Terms and Conditions of the BPAY Scheme by advertisement in the national or local media, through a notice in the newsletter, via our website or an account statement or by way of a letter other direct written notice to affected members and account holders, or notification by electronic means.
- (c) unless otherwise agreed, Police Credit may give any written notice to a member or account holder at his or her mailing address that was last recorded with Police Credit. Police Credit requires a member and account holder to notify it promptly of a change to his or her name or address.

## 11 Suspension

11.1 We may suspend your right to participate in the BPAY Scheme at any time.

11.2 The circumstances in which we may suspend your right to participate are:

- if the account holder has ceased to be a member of Police Credit under Division 5 of the Constitution of Police Credit or
- if the Payer or someone acting on their behalf is suspected of being fraudulent.

## 12 Cut-off times

If you tell us to make a payment before 3pm on a Banking Business Day, it will in most cases be treated as having been made on the same day.

However, the payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a Payment as soon as they receive its details.

## 13 When a Biller cannot process a payment

If we are advised that your payment can not be processed by a Biller, we will:

- (a) advise you of this
- (b) credit your account with the amount of the BPAY Payment and
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

## 14 Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY

Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by some one else without your permission.

## 15 Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 16 Privacy

16.1 In addition to clause 9.2, if you register to use the BPAY Scheme, you:

- (a) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
- (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (ii) such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
- (iii) that an event in clause 9.3 (b), (c), (d), (e) or (f) has occurred.

16.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 16.1, as necessary.

16.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Definitions clause 17.

16.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will be possible to process your requested BPAY Payment or use of BPAY View.

## 17 Definitions

**Banking Business Day:** any day on which banks in Melbourne or

Sydney are able to effect settlement through the Reserve Bank of Australia.

**Batch Entry:** a method of making BPAY Payments to one or more Billers by you compiling and transmitting a computer file to us which contains payer directions.

**Biller:** see clause 4.1.

**BPAY Pty Ltd:** Registered to BPAY Pty Ltd ABN 69 079 137 518 GPO Box 3571 Sydney NSW 2001 (02) 8252 0500 or email info@BPAY.com.au.

**BPAY Payments:** see clause 1 and 3.

**Cardlink Services Limited:** ABN 60 003 311 644 Level 4, 3 Rider Boulevard Rhodes NSW 2138 (02) 9646-9222 or email privacy@cardlink.com.au

**Payment Cut-off Time:** with respect to a Banking Business Day, the time specified in clause 12 for that day.

**You:** the account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word 'you' has a corresponding meaning.

**We:** Police Association Credit Co-operative Limited, Police Credit. Any other grammatical form of the word 'we' has a corresponding meaning.

## **D easyaccess Card Products Conditions of Use**

*These Conditions of Use apply to Police Credit services PC Visa Debit Card, ←easyaccess CueCard, Rapid Response telephone banking and pc.easynet online banking services and should be read in conjunction with the Terms and Conditions of that service.*

Before you use your Police Association Credit Co-operative Limited ABN 33 087 651 661 (Police Credit) card products (**the Card**) - please read these Conditions of Use.

They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Card [PC Visa Debit Card (**VISA Card**) or ←easyaccess CueCard (**CueCard**)] and a Personal Identification Number (**PIN**); and
- all other transactions (including telephone transactions) effected with the use of your Card.

If you fail to properly safeguard your Card and PIN you may increase your liability for unauthorised use.

Your signing of a Card application form or your first use of the Card will automatically constitute or signify your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Police Credit BEFORE signing the application form or using your Card.

### **Important points to remember to safeguard your account**

- sign your Card immediately you receive it
- memorise your PIN and never store it with or near your Card
- never write your PIN on your Card
- never lend your Card to anyone
- never tell anyone your PIN
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration
- don't choose a PIN that is merely a group of repeated numbers
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPoS device (i.e. an "Electronic Banking Terminal")
- never leave your Card unattended, e.g. in your car or at work
- immediately report the loss, theft or unauthorised use of your Card during business hours to Police Credit on 13 63 73 or outside of business hours
  - for VISA Card, our agent First Data International 1800 252 149 or the VISA Card 24hr EMERGENCY HOT LINE on Free Call 1800 621 199
  - for CueCard, the CueCard 24 hr EMERGENCY HOT LINE on Free Call 1800 224 004
  - when overseas call +61 2 9959 7686
- keep a record of the First Data International VISA Card 24hr EMERGENCY HOT LINE and CueCard 24 hr EMERGENCY HOT LINE telephone numbers with your usual list of emergency telephone numbers
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date, destroy your Card by cutting it diagonally in half.

## **1 Introduction**

Generally speaking, these Conditions of Use apply to Cards when used in conjunction with a PIN in an Electronic Banking Terminal. However, they will also apply if you use your Card without a PIN. If your card is used without a PIN your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. The exception to this condition is when a transaction is effected by telephone or internet. No transaction receipt will be necessary to evidence the transaction.

Police Credit may attach other services to the Card by providing notice to you in writing.

In accepting your Card from Police Credit you acknowledge that you have read, and understand, these Conditions of Use and that you are obliged to comply with them.

## **2 Application of codes**

Police Credit warrants that it will comply with the requirements

of the Electronic Funds Transfer Code of Conduct (EFT Code as established by the Australian Securities and Investments Commission.

The provisions of the Mutual Banking Code of Practice (MB Code) also apply to the use of your Card if Police Credit has agreed to be bound by the industry code of practice.

If you would like copies of either Code you should contact Police Credit.

### **3 Signing your card**

You agree to sign your Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your Card is valid only if it has been signed by you and if it is used within the "valid from" and "until end" dates.

### **4 Personal Identification Number (PIN) secrecy**

You agree that:

- You will not record your PIN on your Card or on anything with or near your Card
- You will not tell anyone your PIN or let anyone see it
- You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal
- If you think that your PIN has become known to someone else, you will notify Police Credit immediately.

### **5 Reporting the loss or theft of your card**

If you believe your Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this:

DURING NORMAL BUSINESS HOURS contact Police Credit on 13 63 73; or

OUTSIDE NORMAL BUSINESS HOURS contact

- For your Visa Card,
  - our Visa Card agent First Data International, throughout Australia, on freecall 1800 252 149; or
  - the Australia wide VISA CARD 24hr EMERGENCY HOTLINE on 1800 621 199
- For your CueCard contact the CueCard 24hr EMERGENCY HOTLINE on free call 1800 224 004.

While overseas contact +61 2 9959 7686 or the respective International Card 24hr Emergency Hot Line (Visa for the Visa Card or MasterCard for the CueCard):

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise Police Credit as soon as you can that you have made a report.

If the Emergency Hot Line is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of Police Credit, but only if you notify the Emergency Hot Line within a reasonable time after it

becomes operative.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the respective VISA or MasterCard (or Maestro/Cirrus) logo and you must also then confirm the loss, theft or misuse of the card with Police Credit by telephone or priority paid mail as soon as possible.

## **6 Using your card**

Police Credit will advise you:

- what transactions your Card will enable you to perform at an Electronic Banking Terminal
- which Electronic Banking Terminal networks you may use; and
- what mail, telephone or internet order transactions you may carry out with your Card by quoting your Card number.

You may only use your Card to perform transactions on those accounts authorised by Police Credit that have been linked to your Card.

Your Police Credit Card may be used for these types of EFT transactions:

- cash withdrawals at most ATMs throughout Australia
- cash withdrawals at ATMs internationally displaying the 'Visa' or 'MasterCard (Maestro/Cirrus) logo
- paying merchants and withdrawing cash from merchants who offer EFTPoS facilities in Australia.

Additionally, your Visa Card may be used for these types of transactions:

- paying merchants displaying the 'Visa' logo throughout Australia and internationally
- obtaining cash advances from financial institutions displaying the 'Visa' logo throughout Australia and internationally; and
- paying accounts remotely such as by telephone, mail or internet.

Police Credit will debit your linked accounts with the value of all transactions carried out using your Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected, with your express or implied authority, by mail, internet or telephone and all sales and cash advance vouchers.

If any of your linked accounts is in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your account on the same day they occur.

You will continue to be liable to Police Credit for the value of any withdrawal or debit transaction occurring after you have closed your accounts or after you have resigned from membership of

Police Credit.

## **7 Using your card outside Australia**

When you use your Card outside Australia you must ensure that you comply with any Exchange Control requirements. You agree to reimburse Police Credit for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your Card will be debited to your accounts in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by the respective Visa International and MasterCard. The conversion rate used is determined by the respective Visa International for Visa Cards and MasterCard for CueCards.

## **8 Transaction limits**

You agree that you will NOT use your Card to:

- overdraw the balance in any of your linked accounts; or
- exceed the unused portion of your credit limit under any pre-arranged credit facility.

Police Credit:

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis; and
- will advise you of the daily transaction limits at the time you apply for your Card.
- Police Credit's daily withdrawal limit at Electronic Banking Terminals is \$1,000.

**Merchants offering EFTPoS facilities have the right to impose conditions on the use of such facilities.**

## **9 Authorisations**

You:

- acknowledge that Police Credit has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that Police Credit will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Police Credit's refusal to authorise any transaction.

## **10 Deposits and payments**

For the purposes of calculating interest, any deposits or payments made by you will not be treated as having been made until the date of which the deposit or payment is actually credited to your linked account in the ordinary course of business.

Proceeds of cheques will not be available for you to draw against until cleared.

Where you obtain access to credit by means of your Card, your payment obligations are as determined in your continuing credit

contract with Police Credit.

You will not be able to make a deposit to a Police Credit account at an Electronic Banking Terminal.

## **11 Additional cards**

You may apply to Police Credit to issue an additional Card to someone else you nominate (your additional cardholder).

An additional card is not available on a Line of Credit account.

You will be liable for all transactions carried out by your additional cardholder on an additional Card.

Your additional cardholder's use of the additional Card is governed by these Conditions of Use. Giving somebody an additional card gives the person access to the money in your account, including any credit limit.

Subject to the Privacy Act, you authorise Police Credit to give your additional cardholder access to information about your account linked to your Card.

You may always cancel an additional card by giving Police Credit written notice. You remain liable for any money that the additional cardholder withdraws using the additional card even after you cancel the card. For example, if a sale is not verified electronically at the point of sale.

You must surrender, or have taken reasonable steps to surrender, the additional card to us before the cancellation is effective. Reasonable steps to surrender include contacting the subsidiary cardholder and seeking return of the card, making a formal request in writing to the subsidiary cardholder and making a request through the subsidiary cardholder's solicitor where family law proceedings are underway. Police Credit may request that the account holder provide a statutory declaration setting out what actions they have taken in have the subsidiary card returned.

## **12 Renewal of your card**

Police Credit will forward you and your additional cardholder a replacement Card before the expiry date of your current Card or additional Card.

If you do not require a replacement Card, either for yourself or your additional cardholder, you must notify Police Credit before the expiration date of your current Card. You must give Police Credit a reasonable time to arrange cancellation or the issue of a replacement Card.

## **13 Cancellation and return of your card**

The Card always remains the property of Police Credit.

Police Credit may:

- (1) demand the return of the Card issued to you and your additional cardholder at any time:

- for security reasons; or
  - if you breach these Conditions of Use or the terms and conditions of the accounts linked to your Card; or
- (2) capture the Card at any Electronic Banking Terminal.

You may cancel your Card or your additional cardholder's Card at any time by giving Police Credit written notice. Cancellation of a card may not be effective until the card is returned to Police Credit.

You must return your Card and any Card issued to your additional cardholder to Police Credit when:

- Police Credit notifies you that it has cancelled your Card
- you close your linked accounts
- you cease to be a member of Police Credit
- you cancel your Card, any additional Card issued to your additional cardholder, or both
- you alter the authorities governing the use of your linked accounts unless Police Credit agrees otherwise; or
- Police Credit requests that it be returned for any reason.

#### **14 Conditions after cancellation or expiry of your card**

You must not use your Card or allow your additional cardholder to use his or her additional Card:

- before the "valid from" date or after the "until end" or expiry date shown on the face of the Card; or
- after the Card has been cancelled.

You will continue to be liable to reimburse Police Credit for any indebtedness incurred through such use whether or not you have closed your linked accounts at Police Credit.

#### **15 Your liability in case your card is lost or stolen or in the case of unauthorised use**

- (1) You are not liable for any unauthorised use of your Card:
- (a) in relation to a transaction evidenced by a sales or cash advance voucher, before you have actually received your Card
  - (b) in relation to a transaction at an Electronic Banking Terminal, before you have actually received your PIN
  - (c) after you have reported it lost or stolen under paragraph 5; and
  - (d) if you did not contribute to any unauthorised use of your Card.
- (2) For the purpose of paragraph 15(1)(d) you will be taken to have contributed to any loss caused by unauthorised use of your Card if:
- (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your Card being lost or stolen or of any unauthorised use of your card
  - (b) in relation to transactions carried out at Electronic Banking Terminals, you:
    - (i) voluntarily disclose your PIN to anyone, including a family member or friend

- (ii) voluntarily allow someone else to observe you entering your PIN entry into an Electronic Banking Terminal
  - (iii) write or indicate your PIN on your Card
  - (iv) write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Card or likely to be lost or stolen at the same time as your Card
  - (v) allow anyone else to use your Card
  - (vi) unreasonably delay notification of:
    - (A) your Card or PIN record being lost or stolen; or
    - (B) unauthorised use of your Card; or
    - (C) the fact that someone else knows your PIN.
- (3) If you are taken to have contributed to the unauthorised use of your Card under paragraph 15(2), your liability will be the lesser of:
- (a) the actual loss when less than your account balance (including the unused portion of your credit limit under any pre-arranged credit facility)
  - (b) your account balance (including the unused portion of your credit under any pre-arranged credit facility); or
  - (c) in relation to transactions carried out at Electronic Banking Terminals, an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Card, up to and including the day you make your report.
- (4) In determining liability under paragraph 15(3)(c):
- (a) where your Card has been lost or stolen, the number of days will be calculated by reference to the day when you should **reasonably have become aware** that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and / or type of Electronic Banking Terminal at which the transaction occurred.
- (5) Where a code or PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Card, your liability will be the lesser of:
- (a) \$150
  - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or
  - (c) the actual loss at the time Police Credit is notified of the loss or theft of your Card.
- (6) In determining your liability under paragraph 15(5):
- (a) Police Credit will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
  - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.
- (7) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code. The guidelines set out at the beginning of these Conditions of Use to safeguard

your account, are guidelines only of the minimum suggested security measures you should take.

## 16 Resolving errors on account statements

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Police Credit or the respective Card Emergency Hot Line as explained in paragraph 5. As soon as you can, you must also provide Police Credit the following:

- your name and address, account number and Card number
- details of the transaction or the error you consider is wrong or unauthorised
- a copy of the account statement in which the unauthorised transaction or error first appeared
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error
- other users authorised to operate the account; and
- details of whether your card is signed and your PIN secure.

If Police Credit is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Police Credit will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, Police Credit will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Police Credit is waiting for a response from you and you have been advised that Police Credit requires such a response.

If Police Credit finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- (1) Police Credit is a party to a industry dispute resolution scheme; and
- (2) that scheme provides that a matter can be heard under the scheme if Police Credit does not give a final decision on the matter within a specified time,

Police Credit will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Police Credit advises you of the outcome of its investigations,

it will:

- give you reasons in writing for its decisions by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments it has made to your account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts) if you are not satisfied with Police Credit's decision.

If Police Credit decides that you are liable for all or any part of a loss arising out of unauthorised use of your Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If Police Credit fails to carry out these procedures or causes unreasonable delay, Police Credit may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

### 17 Visa zero liability

In addition to the limits placed on your liability pursuant to the EFT Code and described in clause 15 above, Visa's scheme rules provide that Police Credit shall limit your liability to nil in the following circumstances:

- (1) The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, lost or stolen VISA Card by you to Police Credit;
- (2) You have not contributed to any loss caused by unauthorised use of your VISA Card as described in **clause 15 (2) of the Conditions of Use above**: and
- (3) You have provided all reasonably requested documentation to Police Credit, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Police Credit will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

- (1) you having provided all reasonably requested information to Police Credit
- (2) you are not otherwise in default or have breached these Conditions of Use
- (3) your Linked Account is not overdrawn, other than as a result of the unauthorised transactions
- (4) Police Credit has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - (a) the conduct of the Linked Account;
  - (b) the nature and circumstances surrounding the unauthorised transactions; and
  - (c) any delay in notifying Police Credit of the unauthorised transactions.

Any refund is conditional upon the final outcome of Police Credit's investigation of the matter and may be withdrawn by Police Credit where it considers that this provision shall not apply as a result of those investigations. In the making any determination in respect of this provision, Police Credit will comply with the requirements of clause 16 above.

This provision shall not apply to any unauthorised transactions where you have failed to notify Police Credit of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

## **18 Malfunction**

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Police Credit will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Police Credit will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work at the terminal.

Where an EFTPoS device is not working, the merchant may provide alternative manual processing of the transaction, you will be required to present your Card and sign a voucher. The voucher authorises Police Credit to debit your Card Account.

## **19 Statements and receipts**

A transaction record slip will be available for each financial transaction carried out with your Card at an Electronic Banking Terminal.

You should obtain, check and retain all transaction record slips, including sales and cash advance vouchers, issued to you for checking against your account statements.

Police Credit will send you an account statement at least every six months. You may request more frequent account statements from Police Credit.

For accounts that have a prearranged credit facility attached, Police Credit will send you an account statement monthly or as otherwise required by any applicable legislation, the EFT Code or relevant industry code of practice.

You may request a copy of your account statement at any time, however Police Credit may impose a fee for this service. Refer Fees and Charges brochure, available on request.

## **20 Fees and Charges**

Police Credit reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards, Police Credit is irrevocably authorised to debit

your linked accounts with those fees.

You will be advised by Police Credit of any applicable fees and charges at the time you apply for your Card.

Details of applicable fees and charges, including:

- card replacement fee for replacement cards issued in Australia and overseas
- fee for emergency cash issue overseas
- voucher production fee where you require production of a transaction voucher (this will be waived if the voucher establishes the transaction was not authorised);

are set out in Police Credit's Fees and Charges brochure which is available on request.

## **21 Government fees and charges**

Police Credit reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Card by government or by any regulatory authority. Police Credit is also irrevocably authorised to debit your linked accounts with those fees, charges, duties and taxes.

## **22 Changes to conditions of use**

Police Credit reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your Card.

Police Credit will notify you in writing at least 20 days before the effective date of a change if it will:

- Reduce the number of fee-free transactions on the linked account permitted at Electronic Banking Terminal
- impose a fee or charge
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

The notice period for other variations to these terms and conditions will be in accordance with the industry code of practice.

Police Credit may notify you of changes either through:

- notices on, or sent with account statements
- notification by direct letter or other direct communication;
- notification by electronic means;
- announcement via our newsletter or website.
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

Written notice will not be given of a variation that is required by an immediate need for Police Credit to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Police Credit under this paragraph in the due course of post, if it is mailed, to the last address for you known to Police Credit. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your Card after notification of any authorised

changes, your use of your Card shall be subject to those changes.

### **23 Exclusion of Financial Institution liability**

The display on any premises of promotional material referring to Visa Card or MasterCard (Maestro/Cirrus) is in no way to be treated as a guarantee that your respective Card may be used in any Electronic Banking Terminal on those premises.

Police Credit bears no liability for any refusal of a merchant or agent to accept your Card.

Police Credit does not give any warranty for any goods or services obtained from a merchant or agent through the use of your Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

The existence of a complaint or dispute with any merchant shall not relieve you of the obligation to pay all charges due under these Conditions of Use to Police Credit.

You should always enquire before selecting goods or services if your Card will be accepted by the merchant or agent occupying the premises.

### **24 Other general conditions**

These Conditions of Use govern your Card access to your linked accounts at Police Credit. Each transaction on a linked account is also governed by the Terms and Conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the EFT Code, the MB Code or relevant industry code of practice.

You agree that you will promptly notify Police Credit of any change of address for the mailing of any notifications, which Police Credit is required to send to you.

If your Card is issued on a joint account each party to that account is jointly and severally liable for all transactions on the Card.

### **25 Definitions**

**ATM:** Automated Teller Machine

**Card:** your ←easyaccess CueCard and/or PC Visa Debit Card

**CueCard:** the CueCard debit card issued to you by Police Credit

**←easyaccess CueCard:** a plastic debit card issued by Police Credit to enable electronic access to your linked accounts, through the combined use of the CueCard and a PIN, via Electronic Banking Terminals

**EFTPoS:** Electronic funds transfer at point of sale

**Electronic Banking Terminal:** an ATM or EFTPoS device owned by Police Credit or included in an authorised interchange network

**Exchange Control:** the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system

**Linked Account:** accounts you have with Police Credit to which you may obtain access by use of the Card

**Non EFT Transaction:** any transaction which is processed without you using your PIN

**PC Visa Debit Card:** a plastic debit card issued by Police Credit to enable electronic access to your linked accounts, through the combined use of the Visa Card and a PIN or signature or through the telephone or internet, via Electronic Banking Terminals

**PIN:** the secret personal identification number relating to a Card

**Police Credit:** the financial institution at which you hold your Card account

**VISA or Visa:** Visa International Inc.

**VISA Card:** the Visa debit card issued to you by Police Credit

## 26 Interpretation

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender
- the singular includes the plural and the plural includes the singular
- the 'cardholder' includes you and your additional cardholder, if any and
- the 'Card' includes any additional card issued pursuant to clause 11.

## E Personal Cheques Terms and Conditions

These Terms and Conditions apply only to the member cheque facility issued by Police Association Credit Co-operative Limited (Police Credit).

- 1 The facility can only be allocated to, with all withdrawals allocated to, an account for which you are an account holder. The cheque book will be issued in the name or names of the account holder/s. If a joint account is operated, the cheque book will be issued in joint names, not individual names. The facility will not be allocated to accounts operated in the name

of, or for the purpose of operating, a business, trust or corporate entity.

2. "Available balance" means the amount of any funds credited to your linked account (the accounts) including any unused overdraft or other agreed credit facility made available for the account but excluding:
  - (a) Deposits received but not cleared in accordance with the policy of Police Credit
  - (b) Interest accrued but not credited
  - (c) Deposits in transit.
3. In signing an application of the facility (or upon prior issue by you of a cheque for the making of a deposit under the Scheme) you acknowledge (subject to acceptance by Police Credit) your agreement to these terms and conditions and that you have appointed both Police Credit and Indue Ltd ABN 97 087 822 464 (Indue) as your agent and that you have authorised each of them to:
  - (a) Conduct accounts (the Bank Account) with Westpac Banking Corporation (the Bank) to enable you to draw cheques for payment for goods and services out of the funds in your account with Police Credit which is dedicated either exclusively or otherwise to the Cheque Scheme (the Police Credit Account) and make deposits to the Bank in accordance with these Terms and Conditions
  - (b) Transfer funds to the Bank Account from your Police Credit Account to meet the amount of cheques or payment orders (a cheque) that you or your Authorised Signatories have signed and to meet the value of all costs, taxes or charges made or incurred by Police Credit or the Bank
  - (c) Disclose to the Bank such information relating to your Police Credit Account as is necessary to process all transactions carried out by you.

Upon acceptance of your application, Police Credit authorises you and any other signatory nominated in your application to operate the facility with the Bank. Police Credit authorises you to complete cheques issued to you and, upon presentment, you authorise Police Credit to debit the account for the amount of any cheque you complete. It is your responsibility to ensure that each signatory nominated in your application complies with the terms and conditions.

4. It is your responsibility to ensure that all cheques drawn by you are properly authorised and completed. Any cheque presented for payment which is undated, unsigned or without a payee included may be dishonoured.
5. No cheques will be cashed by the Bank unless prior arrangements have been made between you, Police Credit and the Bank. Police Credit shall accept no liability of any kind as a result of the party who presents a cheque for a special answer treating any lapse of time as a dishonour of the cheque.
6. You will pay such charges as shall be determined by Police Credit from time to time in relation to all transactions and to all cheques drawn on or deposits made to the Bank pursuant to the cheque facility and you authorise Police

Credit to debit the account for:

- (a) The amount of any dishonour charges imposed by Police Credit or the Bank
- (b) The amount of any government taxes or duties in respect of transactions or the operation of the account
- (c) The amount of any other fees and charges payable under these Terms and Conditions including cheque issuing fees and unauthorised overdraft fees.

A schedule of Police Credit's standard fees and charges applying to this facility (Part 2 of this Product Disclosure Statement) and is also available upon request at any branch of Police Credit or by calling Member Response on 13 63 73.

7. If the amount of any cheque presented for payment to the account exceeds the available balance (as defined in Clause 2 above) in the account at the time the cheque is presented for payment, Police Credit may instruct the Bank to refuse payment of the cheque. In such event, Police Credit will advise you in writing, by ordinary pre-paid post, as soon as practicable. Police Credit shall not be liable for any failure or delay in notifying you of its instruction to the Bank to dishonour any cheque drawn on the account. Where the Bank refuses to pay a cheque in accordance with this condition, or in accordance with any other condition, Police Credit may, at its absolute discretion, debit to the account any costs incurred through such refusal, and any such costs shall be a debt from you to Police Credit.
8. In the event that a correctly authorised and presented cheque exceeds the available balance of your Police Credit Account, you hereby authorise Police Credit, (but is under no obligation so to do), to transfer to that account from any other account or accounts held with Police Credit in the name or names of the customer, sufficient funds (within the Available Balance of such other account or accounts) to allow payment of the cheque. Police Credit may, at its absolute discretion, debit a fee, as determined by it from time to time, to your Police Credit Account for each and every such transfer, and such fee shall be a debt from you to Police Credit. Notwithstanding this condition, Police Credit shall be held harmless from any claim whatsoever from you or any other person or organisation, should Police Credit fail or refuse to make such a transfer.
9. Police Credit may for any reason and in its absolute discretion instruct the Bank to honour any correctly authorised and presented cheque notwithstanding that the available balance is insufficient to meet the cheque. In this event the amount of any unauthorised overdraft, including the amount of any cheque dishonour charges, shall constitute a debt immediately due and payable to Police Credit. You authorise Police Credit to debit any other deposit account you may have for the amount of the debt. If you fail to repay the debt on Police Credit's written demand you will be liable to pay Police Credit's reasonable costs of and incidental to recovery of the debt.
10. You acknowledge that the Bank may refuse to pay or

dishonour any cheque that is drawn by you under the Cheque Scheme and presented for payment, regardless of the state of your account with your Police Credit account if:

- (a) the Bank receives a direction from Indue to dishonour the cheque, whether or not such direction is authorised or justified
  - (b) at the time of presentment of the cheque, or at any time within which the cheque may be dishonoured under the then current practice of bankers:
    - (i) Indue fails or omits to pay to the Bank, an amount in cleared funds equal to the face value of the cheque
    - (ii) A petition is lodged or an order is made or a resolution is passed for the winding up of Indue or placing it under official management or any ground for its winding up has arisen or any meeting is convened for the purpose of considering any such resolution or any resolution for any arrangement or composition with creditors or a receiver of its undertaking or property or any part thereof is appointed or an Administrator is appointed or it stops payment generally or without the consent of the Bank ceases or threatens to cease to carry on business or the major part thereof; or
  - (c) the cheque drawing and deposit facility is terminated.
11. The Bank may disclose to Police Credit and to Indue all information relating to your participation in the Scheme and the transactions effected on your behalf.
  12. These Terms and Conditions and any fees and charges in relation to the facility may be varied by Police Credit at any time by advertisement in the national or local media, through a notice in a member newsletter or by notice accompanying account statements. Notice will be given of any change in accordance with the Mutual Banking Code of Practice. Following notice to you, the issue of a cheque by you or the making of a deposit under the Cheque Scheme will indicate your acceptance of the variation.
  13. If it is necessary for you to request that payment of any cheque be stopped you must advise Police Credit before the cheque is presented to the Bank for payment. Police Credit is only required to instruct the Bank to stop payment on any cheque when you provide a correctly completed and signed stop payment notice to Police Credit. Police Credit may in acceptable circumstances stop payment on a cheque if you contact Member Response on 13 63 73 but in such cases you are required to provide written confirmation of your request within twenty-four hours. In consideration of Police Credit agreeing to your request to stop payment you agree to indemnify Police Credit against any loss Police Credit may suffer or be liable to suffer as a result of the stop payment and also agree to indemnify Police Credit against the cost of any action or litigation that may be brought against Police Credit by any person as a result of payment being stopped at your request. If you request that payment be stopped a fee may apply.

14. Where this facility is provided to more than one of you or where your account is held in joint names you shall be liable under these Terms and Conditions jointly and severally. All funds in the account will be held jointly. The expression "member" includes all such persons jointly and severally. If one of the parties should die, any balance in the account shall accrue in accordance with the law of survivorship for the time being in the State in which Police Credit is incorporated.
15. Police Credit will send you an account statement at least every 6 months. You may request more frequent account statements (monthly) from Police Credit.  
For accounts that have a pre-arranged credit facility attached, Police Credit will send you an account statement monthly or as otherwise required by any applicable legislation. You may request a copy of your account statement at any time. You should check your statements of account, Rapid Response or pc.easynet transaction listing carefully and immediately report to Police Credit any error or unauthorised transaction by contacting Member Response on 13 63 73.
16. You agree that the rights and liabilities of Police Credit in relation to its services pursuant to the facility shall be as if Police Credit were a paying bank and collecting bank as defined by, or a banker as referred to, in the Cheques Act 1986.
17. Any cheque received by Police Credit before it receives a written notice of cancellation or variation of authority may be paid by Police Credit in the normal course of business.
18. You must safeguard your cheque book from theft or unauthorised use. You must notify Police Credit immediately by calling Member Response on 13 63 73 of any forgery, loss, theft or misuse of cheques or otherwise you may be liable for the amount of those cheques. Confirmation in writing must also be provided. To guard against fraudulent alteration, you must exercise care in drawing cheques and ensure that no blank spaces are left before or after the words and figures.
19. Police Credit may at any time and without notice to you suspend or terminate this facility without affecting your obligations under these terms and conditions, which shall continue in force. No cheques may be issued by you after the facility has been withdrawn. All cheques and cheque books issued to you remain the property of Police Credit and must be returned to Police Credit on demand.
20. You are required to notify Police Credit promptly of a change of your name or address.
21. In these Terms and Conditions:  
**You/Your** means the member or any person authorised to act on behalf of the member and any other grammatical form of the word has a corresponding meaning;  
**We/Credit Union/Police Credit** means Police Association Credit Co-operative Limited ABN 33 087 651 661 and any successor at law and any other grammatical form of the word "we" has a corresponding meaning;  
**Facility** means the Police Association Credit Co-operative Limited Member Cheque Facility.  
**Linked Account:** accounts you have with Police Credit to

which you may obtain access by use of the Facility.

## **F Regular Payments Terms and Conditions**

1. Payments for any financial commitment that are of a regular amount, frequency and payee may be authorised for deduction from a nominated At-Call Savings Account.
2. Regular Payment authorities can be set up by the account holder or their authorised signatory:
  - (a) by completing a "Regular Payment Authority" at Police Credit, which must be signed in accordance with the operating authority on the account
  - (b) by contacting Member Response by telephone and providing verbal instructions for the Regular Payment. If account holder/authority to operate contacts Member Response, they must provide their Keyword upon request; or
  - (c) using pc.easynet.
3. In each case, the account is debited for the amount of the payment and forwarded to the nominated recipient, either electronically or by cheque.
4. Transactions:
  - (a) A Regular Payment will not be processed on the due date if there is insufficient funds in the account. Payment will be attempted again for three consecutive business days after the due date, after which time the Regular Payment for that date will be rejected due to insufficient available funds. If this occurs, the account holder will be notified in writing and a rejection will be noted on the account
  - (b) Following a rejected Regular Payment the next Regular Payment to be effected, will be for the amount of the authorised payment only
  - (c) A Regular Payment will be cancelled if it is rejected on three consecutive due dates. Account holders will be advised of these rejections and of cancellations
  - (d) If the due date for payment falls on a weekend or public holiday, the due date will be the next working day after that due date
  - (e) If insufficient funds in the account, Police Credit may determine the order of priority of payments
  - (f) Police Credit will not be responsible for any losses arising from a payment not occurring due to insufficient funds in the savings account.
5. Cancellation of your Regular Payment:
  - (a) The account holder or authority to operate may alter or cancel a Regular Payment at any time, either in writing, by calling Member Response or via pc.easynet. The request must be submitted before the close of business on the day prior to the due date for payment and signed in accordance with the operating instructions for the nominated account
  - (b) A Regular Payment authority will remain effective until cancelled by the member notwithstanding the death or bankruptcy of the member.
6. Termination of your Regular Payment:

Police Credit may terminate a Regular Payment authority at

any time by written notice.

Regular Payment authorities can be terminated in several ways, including:

- (a) at the instruction of the account holder/s and authority/ies to operate
  - (b) when the stipulated term of authority expires (when expiry date provided)
  - (c) on the closing of an account
  - (d) upon full repayment of Police Credit loan
  - (e) when the Regular Payment has been rejected three times.
7. Consequential damage.  
Police Credit will not be held responsible for delays experienced by other institutions in receiving the remittance.
8. Fees and Charges:
- (a) Police Credit is authorised to debit the account for any Government charges applying to the provision of the service
  - (b) We may charge you and debit your account with any fees and charges that apply, you are referred to Fees and Charges brochure for information on any applicable fees and charges
  - (c) The Credit Union reserves the right to impose fees and charges in relation to this service.
9. We may change these conditions of use from time to time. If we do we will give you notice as specified under the industry code of practice.

## **G Direct Debit Service Terms and Conditions**

*A direct debit is where you 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.*

1. Direct debits can only be deducted from At-Call Accounts.
2. To commence a direct debit, the account holder/authority to operate must complete and return a Direct Debit Authority supplied by the relative organisation, to that organisation for registration with them.
3. If the direct debit is to be drawn from an account other than the Multipack account, the account holder/authority to operate must notify Police Credit.
4. Transactions:
  - (a) A direct debit will not be processed if there are insufficient available funds in the nominated account
  - (b) Should the organisation holding the Direct Debit Authority wish to alter the date or amount of the debit, the Credit Union may be obliged by the terms of the authority to follow their instructions
  - (c) Any instruction for payment received other than on a business day will be processed and payment on the preceding/succeeding business day.
5. Disputes or Queries.  
If the account holder or authority to operate has any enquiries or disputes regarding a direct debit, the account holder or authority to operate must contact the organisation holding the Direct Debit Authority.

6. Cancellation.  
To cancel a direct debit authority that is linked to your Police Credit account, the account holder / authority to operate must advise either the external authority involved or Police Credit. If the account holder or authority to operate advises Police Credit 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. Each party is obliged to act on your instructions.
7. Consequential damage.  
Police Credit is not responsible for the date of receipt of payment instructions from the biller or its financial institution or the date on which the debit is processed to the members account.
8. Fees and Charges:
  - (a) Police Credit is authorised to debit the account for any Government charges applying to the provision of the service
  - (b) A dishonour fee may be paid if there are insufficient funds in the nominated account when Police Credit received the instructions
  - (c) We may charge you and debit your account with any fees and charges that apply, you are referred to Fees and Charges brochure for information on any applicable fees and charges
  - (d) The Credit Union reserves the right to impose fees and charges in relation to this service.
9. We may change these conditions of use from time to time. If we do we will give you notice as specified under the industry code of practice.

## 5. Other Information

### 5.1 The Mutual Banking Code of Practice

The Mutual Banking Code of Practice outlines our 10 key promises to you, ensuring we will be fair and ethical when dealing with you. The Code helps you to easily understand our products and services through

- Outlining how you can expect us to behave towards you as a member
- Ensure all written materials are in plain English, with clear distinctions made between terms and conditions and promotional offers;
- Ensure all payment fees and exception fees are fair to you and
- Ensure you always have access to the right advice.

A copy of the Code is available to you on request and our website.

### 5.2 The Electronic Funds Transfer Code of Conduct

Electronic Funds Transfer Code of Conduct governs all electronic funds transfer transactions initiated through electronic equipment and using an access method to debit or credit an account. Such transactions could be done by use of a debit or credit card, online banking or phone banking. Police Credit complies with this Code of Conduct.

### **5.3 Provision of statements and notices electronically**

We may have a facility for making account statements, notices, newsletters or other prescribed account information available by electronic means. If so, and if the law permits us to do so, we may invite you to consider accessing this information electronically rather than receiving it in paper form. We will always give you the option to receive your statements, notices and other account information in paper form.

If you consent to the provision of account statements, notices, newsletters or other prescribed account information available by electronic means, paper documents may no longer be given and your electronic communications must be checked regularly for notices.

We will only make your account statements, notices and other prescribed account information available at [pc.easynet](https://pc.easynet), being a secure electronic site requiring a pre-arranged and secure access method. We will avoid communications practices that are inconsistent with our messages about avoiding fraud. For instance, we will not:

- Use unsolicited email to ask you to disclose your personal banking information or secure code or password to us, or
- Send you unsolicited emails that include attachments.

If you receive such communications, delete them immediately. If a message includes our brand or name or makes reference to your banking details, contact us to report the incident.

We will provide prescribed information to you electronically in a form that allows you to retain the information (for example by printing and saving it). Our electronic communications will be comparable with equivalent paper documents in terms of the clarity and content of the information provided.

Statements and notices provided electronically are taken to be received by you at the time when the electronic communication enters the information system of the addressee. If for any reason we are unable to:

- Provide an electronic statement, notice or newsletter we may send you a paper statement, notice or newsletter; or
- Deliver electronic communications to your nominated email address

we may cancel your election to receive such documents electronically and may instead send paper statements, notices and newsletters to your nominated postal address.

### **5.4 Account Statements**

Police Credit provides or makes available regular and clear statements electronically or sent in the mail at least six monthly or monthly where an access card is attached to one of your accounts.

Police Credit requests that you notify us of any change of residential, mailing or email address to ensure that you continue to receive your statement and minimise risk of fraud from statements

being sent to old addresses and improperly accessed by other people.

Replacement statements are available upon request to Police Credit. A fee may apply for this service.

Police Credit also provides that through pc.easynet, Rapid Response phone banking and over the counter enquiry you will have a simple, fee-free method of access for you to find out the balance on your account.

## 5.5 Interest Rates

Loan and deposit account interest rates and terms and conditions are subject to change by Police Credit at any time.

Information on Police Credit's interest rates applicable to any of Police Credit's products or services listed in this brochure are detailed in our Product Disclosure Statement, available on application or request from Police Credit or on our website [www.policcredit.com.au](http://www.policcredit.com.au).

Generally, where interest is payable on a savings account by Police Credit it is calculated on the daily credit balance of your account, as at the end of the previous day.

## 5.6 Fees and Charges

For details of any fees and charges payable in relation to any product or service provided by Police Credit and for guidance on how to avoid or minimise fees, refer to our Fees and Charges brochure which forms part of our Product Disclosure Statements, available on our website and on application or request.

*Fees and Charges information for PC Planning's services are referred to in PC Planning's Financial Service Guide and detailed in your Statement of Advice.*

## 5.7 Variation to Terms and Conditions

Police Credit may change the terms and conditions applying to its product or services as outlined below.

5.7.1 When, in relation to a Credit Union product or service, Police Credit intends to

- introduce a fee or charge, or
- increase a fee or charge; or
- reduce the number of fee-free transactions permitted on the account; or
- vary the minimum balance to which an account keeping fee applies; or
- vary the method by which interest on the account is calculated or
- vary the circumstances when interest is debited or credited to the account,

the Credit Union will provide written notice of the change to each affected member or account holder at least 20 days before it takes effect.

5.7.2 Police Credit will notify affected members and account

holders of variations to the Terms and Conditions of a Credit Union product or service by advertisement in the national or local media, through a notice in the newsletter, via our website or an account statement, or by way of a letter or other direct written notice to affected members and account holders, or notification by electronic means.

- 5.7.3 When in relation to a Credit Union savings account Police Credit intends to vary the interest rate on that account, Police Credit will notify affected/members and account holders of the variation, when we next communicate with the affected member or account holder.
- 5.7.4 When in relation to a Credit Union product or service Police Credit intends to vary the frequency with which statements are sent, Police Credit will notify affected members and account holders of the variation, when we next communicate with the affected member or account holder.
- 5.7.5 Unless otherwise agreed, Police Credit may give any written notice to a member or account holder at his or her mailing address that was last recorded with Police Credit. Police Credit requires a member and account holder to notify the Credit Union promptly of a change to his or her name or address.

## **5.8 Financial Difficulty**

You should always contact Police Credit promptly if you are ever in financial difficulty, especially if you are repaying a loan or have an overdraft account with Police Credit. In certain circumstances, the law says that Police Credit must take reasonable steps to assist you if you are finding it difficult to repay a loan.

For example, Police Credit may permit you to reduce your repayments and increase the term of your loan. Even if you are only experiencing temporary difficulties, Police Credit may be able to reduce your repayments or give you a payment free period until you get back on your feet.

### **5.8.1 Working with your representative**

Police Credit will work with any duly authorised representative of a member, such as a financial counsellor, community worker, solicitor, family member or carer.

Access by such a representative requires our consideration of what we are permitted to disclose in accordance with your authorisation and under the Privacy Act, anti-money laundering legislation and general law. We may seek your written authorisation to work with your representative.

## **5.9 Disputes**

Police Credit's internal complaints procedure serves to be prompt and efficient, consistent with law, industry codes and good practice and fair to everyone involved in resolving any complaint or dispute you may have with Police Credit.

We also provide for you to access an external dispute resolution

scheme to assist in the resolution of any disputes that cannot be satisfactorily dealt with by Police Credit's internal procedures. Details of this external system and of our internal dispute resolution procedure are contained with our Complaints and Dispute Resolution Guide available on request.

## 5.10 Definitions

The following definitions apply throughout this booklet.

**Access service:** means any product or services provided by Police Credit and used by you to access your account held with Police Credit

**Account:** savings, investment or loan account held by the account holder with the credit union

**Account holder:** person nominated as holding the account (in their name) and responsible for the transactions on the account

**Authority to operate:** a third party authorised by the account holder/s

**Card:** PC Visa Debit Card or PC Visa Credit Card issued to you

**Constitution:** the credit union's constitution as approved by the members

**Credit Union:** Police Credit

**Member:** a person holding 10 shares of the credit union

**Police Credit:** Police Association Credit Co-operative Limited ABN 33 087 651 661

**pc.easynet:** Police Credit's online banking facility

**PC Planning:** Police Credit's financial planning service

**Term deposit:** includes fixed term deposits, 55+ Investment account and Twelve months Regular Income account

**You / your:** means the account holder or account holders and any authorised signatory acting within their authority

### 5.10.1 Interpretation

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Melbourne.

A reference to:

- one gender includes the other gender;
- the singular includes the plural and the plural includes the singular,
- the 'cardholder' includes you and your additional cardholder, if any and
- the 'Card' includes any additional card issued.

**Police Association Credit Co-operative Limited**

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# General Information, Terms & Conditions Supplementary

Using your debit or credit card number for regular payments to pay your bills is convenient and simple. However, it is important that you notify EVERY organisation that you have regular payment arrangements with when your card details change.

Many people have regular payment or direct debit arrangements to pay regular bills such as telephone, electricity, gas or water. Others also have bills that are not so regular, like insurances or council rates.

When you switch accounts or replace a card, it's easy to forget to advise all relevant parties of your new card details. A good way to make sure you have every organisation covered is to check your old account statements for irregular bills and things like annual memberships or subscription fees.

If you use your card to make regular payments such as utility or phone bills, insurance, memberships/subscriptions or loan repayments, then the following information will be of interest to you.

This Supplementary GI,T&C is current as at 1 December 2009 and is required to be read with the General Information, Terms and Conditions booklet dated 1 July 2009. Please note the addition to Part 4 Access Services offered by Police Credit. 4.17 Access Cards on pages 41-44.

## 4.17.5 Regular Payments from your **easyaccess** cards

### What is a 'Regular' Payment?

Regular payments can be either a recurring payment or an instalment payment. A Regular Payment represents an agreement between you (the cardholder) and a merchant in which you pre-authorise the merchant to bill your card account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction.

For example: You may ask your local gymnasium to charge your monthly gym membership fee to your credit card each month.

Or,

You may have purchased a new television from your local appliance store and are being billed by the merchant in subsequent multiple periods.



## What are the benefits of Regular Payments?

There are many benefits for cardholders who set up regular payments including:

1. Ensures timely payments to the merchant
2. Saves you time as the payment is processed automatically
3. Saves you money as you do not have to pay for cheques, money transfers or postage, nor will you be liable for late fees.

## Customer Responsibilities & Obligations

Regular payment arrangements are an agreement between you (the cardholder) and the merchant. You should keep a record of all regular payment arrangements you have established with your merchant and store in a safe place. A template for recording your regular payment arrangements is available from the Australian Payments Clearing Association website, [www.apca.com.au](http://www.apca.com.au).

You are responsible for notifying the merchant when your account details change, including a change in card number and/or change of card expiry date. Until you notify the merchant, your bank is required to process transactions from the merchant. Use this link to generate a Change in account details letter to your merchant. We recommend you keep a copy of any Change in account details letter sent to your merchant and your earlier regular payment agreements. This correspondence will be required when your merchant does not comply to your request in a timely manner and you decide to dispute any incorrectly charged regular payments.

## Customer Rights to Dispute

Any issues with your regular payments, including the failure of the merchant to act on a change in account details advice, should be taken up directly with your merchant first. Should further assistance be required to resolve an issue between yourself and a merchant, contact your financial institution for more information.

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