



## GENERAL TERMS AND CONDITIONS

NOVEMBER 2018

### **Fire Service Credit Union Ltd**

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## GENERAL TERMS AND CONDITIONS

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## INTRODUCTION

These General Terms and Conditions provide information about the range of Savings Accounts, Fixed Term Deposits, and Access facilities that Fire Service Credit Union Ltd. (FSCU) offers our Members. They will help you decide whether our facilities are appropriate for you before acquiring them.

These General Terms and Conditions will apply to existing Members and New Members. Please read this document and contact us should you have any enquiries. You should also retain a copy of these General Terms and Conditions which can also be accessed on our website at [www.fscu.com.au](http://www.fscu.com.au) or from our Office.

These General Terms and Conditions should be read in conjunction with the 'Fees and Charges' document and the 'Schedule of Interest Rates'.

#### Contacting Fire Service Credit Union

For further information, our contact details are:

#### Office Hours:

Monday to Friday	8.30am – 4.45pm
Tuesdays	9.30am – 4.45pm

Phone: (08) 8227 2222

Fax: (08) 8227 2422

Email: [fscuhelpdesk@fscu.com.au](mailto:fscuhelpdesk@fscu.com.au)

Website: [www.fscu.com.au](http://www.fscu.com.au)

Mail: Level 1, 22 Chancery Lane, Adelaide

#### Reporting Lost/Stolen cards

Office hours: (08) 8227 2222

After hours: 1800 648 027

International: obtain phone number for your destination prior to departure.

## GENERAL TERMS & CONDITIONS

### 1. MEMBERSHIP

You must become a Member of FSCU before you can open any Accounts and use our Access facilities. We offer Membership to Emergency Services Employees and their Families and other Approved Persons as defined in the Constitution of the Credit Union. If you are not an Emergency Services Employee we may ask for evidence of eligibility such as a letter of introduction from an Employee Member.

Memberships may be opened for non-personal use (eg clubs, societies) but must be opened in the name of a separate legal entity.

New Members must subscribe to a \$10 Share which is to be paid at the time of applying for Membership. The Member Share is a redeemable preference share. This means that if you cease to be a Member, FSCU will refund this Shareholding. The Member Share is not transferable.

FSCU reserves the right to decline an application for Membership. On becoming a Member you agree to be bound by the Constitution of FSCU and any registered amendments.

### 1.1 Closing a Membership

You may resign your Membership at any time provided that:

- All outstanding financial accommodation that we may have provided is repaid,
- All Account Holders must sign the resignation request.

An Authorised Signatory (if one is appointed) can not resign your Membership.

If a Visa Debit card is linked to the Membership, the Membership and Accounts will remain open for 30 days after the resignation request is received.

FSCU may exercise its discretion and close your Membership due to unsatisfactory conduct or for any other reason in accordance with the Constitution. Written notice will be provided. We can also cancel access to services under the Constitution.

## 2. ACCOUNTS AND ACCESS FACILITIES

Members of FSCU can access a range of Savings Accounts, Fixed Term Deposits and the following Access facilities:

- Visa Debit card
- Member Chequing
- Internet Banking including Mobile Banking
- BPAY
- EFTPOS and ATM
- Direct Debits and Direct Credits
- Periodical Payments
- Payroll

## 3. IDENTIFICATION

FSCU is required to verify your identity when you open an Account, become a Signatory to an Account, are a Beneficial Owner of an Account, and when you take out a Mortgage.

If attending our Office for identification purposes, please bring suitable photo identification such as a Driver's Licence or Passport. If you are unable to attend our Office you will need to be identified by the Document Certifier process as detailed on the Certification Form.

For a Child under 18 years of age, different Identification requirements apply. A Birth Certificate, Notice issued by a School Principal within the last three months, or Student Identification card are also suitable identification documents.

Please contact us if you require further clarification of identification requirements.

## 4. SAVINGS ACCOUNTS

### 4.1 S1 Everyday Account

The Everyday Savings Account is designed as a day to day working Account for Members. Includes Accounts designated as S2, S3, S4, S6.

The following Access methods are available on this Account:

- Visa Debit card
- Internet Banking including Mobile Banking
- Direct Debits and Direct credits
- Member Chequing
- BPAY
- Payroll
- Periodical Payments
- FSCU Office transactions

### 4.2 S7 Christmas Savings Account

The Christmas Savings Account is designed for savings during the year to provide funds for the Christmas period.

Funds deposited to the Christmas Savings Account will be available for withdrawals, including through Internet Banking, from 1 November to 31 January each year. There is no withdrawal access outside this time.

### 4.3 S5 High Return Savings Account

The High Return Savings Account is designed for the saver who wishes to attract higher interest on their savings.

Unlimited deposits, including Direct Credits may be made to the Account however withdrawals are limited to one (1) free withdrawal per calendar month. Any additional withdrawal will attract a fee. Please refer to the Fees and Charges schedule.

### 4.4 S20 Retiree Access Account

The Retiree Access Account is designed as an Account for the Retired Member and can be used as a day to day working Account.

The Retiree Access Account is available for Natural Persons only.

The following access methods are available on this Account:

- Visa Debit card
- Internet Banking including Mobile Banking
- Direct Debits and Direct Credits
- Member Chequing
- BPAY
- Payroll
- Periodical Payments
- FSCU Office transactions

## 5 FIXED TERM DEPOSIT ACCOUNTS

Fixed Term Deposit Accounts are made on the basis of your agreement to deposit your funds with us for a fixed period of time at a guaranteed rate of interest. The interest rate will not change during the fixed term.

The Fixed Term Deposit is made on the basis that it is not withdrawn before the date of maturity. However, you may redeem a Fixed Term Deposit prior to maturity (in whole or in part), by providing us with up to 7 days written notice and subject to an interest penalty. An interest penalty of 2% per annum will apply to the portion withdrawn early, backdated to the date of the deposit. If we have already paid interest on the deposit subject to early withdrawal (for example if interest had been paid monthly) we may deduct the penalty interest from the balance of the funds withdrawn.

The amount on deposit can only be increased on maturity. Access to deposit or redeem funds can only be done through our Office. Interest can be paid monthly, quarterly or on maturity. Interest can only be added to your Term Deposit on maturity. Interest may be credited according to your instructions to your savings Account.

We reserve the right to set minimum and maximum amounts for deposits and terms. Please refer to the Interest Rate Schedule available on our Website or from our Office for the minimum and maximum deposits and terms available.

Deposits over the maximum amount on the schedule are subject to acceptance and negotiation. We may refuse to accept any deposit.

We will notify you that your Fixed Term Deposit is maturing approximately two (2) weeks prior to the maturity date. This will allow you to alter your original maturity instructions should you choose to, otherwise your original instructions will be acted on. If no instructions are received before the grace period expires the Term Deposit will be reinvested for the same time period but at the interest rate current as at the date of maturity.

## 6 JOINT ACCOUNTS

A Joint Account is an account held in the name of more than one person. When you open a Joint Account the following points should be noted:

- Right of Survivorship applies. In the event of the death of one of the Joint Account Holders, any funds held in joint names will automatically pass to the surviving Joint Account Holder(s). Any debt will also pass on to the surviving Joint Account holder
- Joint and several liability applies. Each Account Holder is individually liable for the full amount owing on a Joint Account. Obligations are separate and together. If there is more than one Borrower, each of you is liable to us separately for the balance of the loan as well as together.
- The account is operated on an "either to sign" basis unless you specify otherwise. All Joint Account Holders must consent to the "Either to Sign" operating basis when the account is opened.
- Any one Joint Account Holder may cancel an "Either to Sign" instruction and the operation will revert to "All to Sign".
- "Either to Sign" means any one Joint Account Holder can authorise any action on the Account, including closure of the Account.
- "All to Sign" means all Joint Account Holders must sign together to authorise any action on the Account including closure of the Account.
- If there is a dispute between Joint Account Holders notified to us, we reserve the right to require all Account operations to be authorised by all Account Holders unless all parties agree in writing that "Either to Sign" can continue to operate.

## 7 CHILDREN'S ACCOUNTS

Accounts may be opened by a Parent, Relative or Guardian on behalf of a Child (defined as under 18 years).

A Fire Service Credit Union Membership will be opened in the name of the Child. The Child will be a Fire Service Credit Union Shareholder. To open the Membership, the Child's Identification must be provided as per Section 3. The Child will be the owner of the Membership and the accounts and any credit funds are the property of the Child. The Child will also hold the taxation liability for any interest earned.

A Child qualifies for an **S12 Junior Firefighter Savings Account** which is an account specifically designed as a Children's Savings account. Other Savings and Fixed Term Deposit Account(s) may also be opened.

When Account(s) are opened for a **Child under 12 years**, there is no access to any funds in the Child's Account until the Child has registered their signature (generally considered old enough to register a consistent signature around 12 years or high school age). Exceptions may be made for withdrawals that are for the benefit of the Child (e.g. a cheque withdrawal in the Child's name for further investment).

We can add Parents(s), Relative or Guardian as an Authorised Signatory but the Account(s) will be "two to sign". This gives access to account information (including 'view only' on Internet Banking) but not for withdrawals until the Child has registered a signature.

A **Child over 12 years** may open a membership and account(s) for themselves, register their signature, operate on the account(s) and access the funds. The Child owner may have full access to Internet Banking, Mobile Banking and account information in the usual way and the Child owner may choose to add or remove an adult as an Authorised Signatory. Any Authorised Signatory may have full access to Internet Banking, Mobile Banking and account information in the usual way as per Section 9 below.

If you have opened an Account for a Child and they **turn 12 years old** or have started high school, they are able to register their signature. The Membership and Account(s) will remain "two to sign" until we are advised otherwise. You and the Child may agree together and sign jointly to change this if you wish.

When **the Child turns 18 years**, they are now an adult and therefore are no longer be eligible for a Child's S12 Junior Firefighter Savings Account so the Account will be closed and funds will be transferred into a new S1 Everyday Account on their membership. Any other accounts held, Internet Banking & Visa Debit cards are unaffected.

PLEASE NOTE: Account(s) opened for a Child under 12 years where the original "two to sign" has not been changed will remain 'two to sign' until we are advised otherwise by joint signatories.

CARD ACCESS: There are some requirements for Visa Debit Card access: regular deposits to the linked account and generally aged 14 years plus. Approval outside of these circumstances will be at the discretion of the Chief Executive Officer. Visa Debit cards are linked to a separate S1 Everyday Account not a S12 Junior Firefighter Savings Account.

## 8 SELF-MANAGED SUPERANNUATION FUNDS

Existing Members may open Savings Accounts and Fixed Term Deposits for their Self-Managed Superannuation Funds (SMSF). However we are not taken to be aware of the terms of the Trust and we do not have to verify that transactions you carry out are authorised by the Trust or permitted by legislation.

We do not open any other form of Superannuation Fund or Trust Account.

## 9 AUTHORITY TO OPERATE

You may authorise a person/s to operate on your Accounts. This must be in writing and the Authorised Signatory must be identified by us prior to accessing any Account. Such an authority

will apply to all Accounts under your Membership unless you specify otherwise.

You may revoke the Authorised Person's authority at any time by written notice to FSCU. The authority to operate will also cease to have effect upon the death of the Member granting the authority.

By granting authority to operate your accounts, you allow the person/s to:

- carry out deposits, withdrawals and transfers on the nominated Account/s
- enquire about balances and transactions on any nominated Account/s

FSCU is not liable for any loss or damage caused to you by persons you have authorised to operate on your Accounts except for loss or damage arising from fraudulent conduct by us or our employees or if we are liable under a statute or the ePayments Code.

Access to facilities such as Cards and Internet Banking must first be authorised by you.

## **10 INTEREST**

Our Interest Rate Schedule, available from our Website or our Office, forms part of these General Terms and Conditions. The Interest Rate Schedule provides information about our Savings Account and Fixed Term Deposit interest rates including when interest is paid. We may vary the interest rates from time to time. Fixed Term Deposit interest rates remain fixed for the agreed term.

Interest is calculated on a daily basis on your closing Savings Account balance. The daily interest rate is the relevant account interest rate divided by 365 (or 366 in a leap year). The interest is accrued until credited to your Savings Account, or in the case of Fixed Term Deposits, as per your instructions. Interest earned is income and may be subject to income tax.

From time to time we may offer a higher rate or bonus rate to certain Account Holders or funds subject to a specified criteria and specific time period. Details of any offer including eligibility, how interest is calculated, how interest is paid, and any withdrawal restrictions will be publicised in promotional material available on our Website and from our office during the relevant period.

## **11 TAX FILE NUMBERS**

You may wish to quote your Tax File Number (TFN) or Exemption to us, however this is not compulsory. If you do not quote your TFN or Exemption we are obligated to deduct Withholding Tax from interest earned at the top marginal rate.

For Joint Accounts, Withholding Tax will be deducted unless each Account Holder has quoted their TFN or Exemption.

Your TFN or Exemption will be applied to all accounts under your Membership. We will also apply your TFN or Exemption to any accounts you subsequently open unless you advise us otherwise.

For Non-Personal Accounts you may quote your Australian business Number (ABN) instead of your TFN.

## **12 ACCOUNT COMBINATION**

We may set off the credit balance of any of your Deposit Accounts and the value of your Membership Share against any debt owing by you to FSCU.

This may become necessary if, for example one of your Accounts becomes overdrawn or in payment of any amount overdue on any Loan Account in the same name or business account operated by you.

Only credit funds held in an Account in the same name may be utilised for this purpose. We will not use funds held in your name in trust for a Child for this purpose. This right will not be exercised where to do so would breach the "Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments". We will attempt to notify you after exercising this right.

## **13 OVERDRAWN ACCOUNTS**

You are responsible for maintaining in your Account(s) sufficient cleared funds to cover all payments and drawings on the day(s) you have nominated for payment. You should take particular care where you have scheduled payments to occur on a future date.

We do not agree to provide any credit on your Account(s) unless you have applied for and had approved an Overdraft facility. If you withdraw more than the available balance from your Account, the amount overdrawn is immediately payable by you without further demand by us.

The available balance is comprised of cash deposits, direct credits processed to your Account and the proceeds of cleared cheque deposits as well as any available credit we have provided such as an Overdraft. Any outstanding card transactions are subtracted from the available balance.

You may be charged an overdrawn account fee and be liable for any reasonable legal fees we incur in recovering the amount from you.

## **14. CLOSING AN ACCOUNT**

You can close Accounts at any time. To close an Account your instruction must be in accordance with the Account operating authority if more than two signatures are required.

You will be required to return or destroy any Cheque Books or Access Cards. Please refer to section 54 for cancelling Cards and Electronic Access facilities. We may defer closure and withhold sufficient funds to cover payment of outstanding cheques, fees, and electronic transactions.

We may close your Account and Access facilities due to unsatisfactory conduct or any other reason we consider appropriate. We will provide 14 days notice to your last known address and pay you any credit balance. We may cancel your Cheque facility at any time for security reasons or if you are in breach of these General Terms and Conditions.

## **15 DECEASED ACCOUNTS**

In the case of Joint Accounts, the law of survivorship and liability applies as indicated under Section 6: Joint Accounts.

For Single Accounts, once we are notified of the Member's death the Account is restricted pending instructions from the Executors or Administrators. Any Authority to operate ceases to have effect.

Fire Service Credit Union has the ability to appropriate any credit balance held in the deceased's account towards the repayment of any debt owed to Fire Service Credit Union.

Until finalisation of the Estate, funds can only be drawn for funeral expenses and any Estate costs.

## 16 ACCOUNT STATEMENTS

Account Statements will be provided monthly if you have an overdraft facility on your Account. In all other cases we provide you a Statement at least every six (6) months.

You can ask for a duplicate Statement at any time however we may charge a fee for this.

For Joint Accounts we will only send one Statement to the primary Joint Member. Joint Account Holders may request to receive Statements at any time.

You should check your Account Statement as soon as you receive it and you agree to notify us without delay of any error or unauthorised transaction.

Effective 1/4/2017, Fire Service Credit Union will no longer automatically issue paper statements to members who are registered for Internet Banking. You will receive your eStatement via secure Internet Banking. To receive paper statements you will need to 'opt out' of eStatements via Internet Banking.

Please note in some situations issuing a paper statement may incur a fee. For further information refer to our website or contact our office

## 17 CHANGE OF NAME OR ADDRESS

If you change your name, email, phone number or address please advise us immediately.

If you change your name we will require documentary proof before any account titles and Access facilities are amended. All other changes can be made via Internet Banking.

## 18 DORMANT ACCOUNTS

If no transactions are carried out on your Account for at least 12 months (except transactions initiated by us such as interest, fees and charges) we may write to you asking you if you want to keep the Account open. If you do not reply and/or we cannot contact you we will treat your Account as dormant.

Once your Account becomes dormant we may charge a dormancy fee and stop or reduce the interest accruing.

If your Account remains dormant for the period prescribed under the Banking Act as amended from time to time, any prescribed balances will be remitted to the Australian Securities and Investments Commission as Unclaimed Monies.

## TRANSACTIONING

### 19 DEPOSITS TO YOUR ACCOUNT

You can make deposits to your Account in the following ways:

- Cash and/or Cheques at our Office
- Mailing Cheques to our Office
- Direct Credits and Payroll
- Transfer from another FSCU Account
- Electronic Transfer from another Financial Institution
- Bank@Post using a linked Card (a fee applies. Please refer to Fees & Charges schedule)

You should note that electronic deposits may not be credited on the same day.

### 20 CHEQUE DEPOSITS

All Cheques for deposit can only be accepted if in the name of the Account Holder. Cheques payable to a Company or Business

cannot be paid into a personal Account. We may accept a Cheque deposit to a Joint Account where it is made out to one or more of the Joint Account Holders. We may refuse to accept any deposit.

Proceeds of Cheques deposited to your Accounts are not available until the funds have been cleared. Clearance for Cheques drawn in Australia is four (4) business banking days. Cheque deposits via Bank@Post may be subject to up to ten (10) days clearance. Foreign Cheques may not be cleared for up to 28 days depending on country of origin.

Should we allow you to draw on a Cheque before it has cleared, we will be entitled to debit your Account if it is later dishonoured and pass on any dishonour and recovery costs.

### 21 DIRECT CREDITS

You may arrange Direct Credits into your Account. You will need to provide our BSB, your Member Number and your Surname to the person or organisation that will be depositing funds to your Account. We are not liable for any delay in crediting your payment to your nominated FSCU Account. Payments received with invalid Account details will be either credited to the correct Account if the correct Account can be identified or returned to the remitter.

Payments made to Accounts in error may be recalled by the remitting institution. FSCU does not accept liability for funds credited in error to your Accounts due to incorrect Account number and/or Account name being supplied by the remitter.

Where a payment has been made to your Account in error we will debit your Account that received the payment for the amount of the incorrect credit. If there are insufficient funds to cover the recalled amount you agree to incur and repay the debt up to the amount of the recalled payment and any associated fees incurred in retrieving the recalled payment. Mistaken Internet Payments are covered in Section 37.

### 22 ACCOUNT WITHDRAWALS

You can make withdrawals and transfers from your Accounts in the following ways:

- Cash withdrawals at our Office
- Credit Union Corporate Cheque
- Member Cheque facility
- Direct Debit
- Internet Banking including Mobile Banking
- BPAY
- ATM and EFTPOS with a Visa Debit card
- Bank@Post using a linked card

Please refer to the Fees and Charges Schedule for details on fees that may apply to these Access methods.

Cash may be obtained through ATMs and some EFTPOS terminals (EFTPOS terminals solely at Merchant's discretion) up to the combined ATM and EFTPOS daily transaction limit of \$1000. On request your Card limit may be temporarily increased.

If you wish to perform a cash withdrawal, at our Office, in excess of \$1000 a minimum of 24 hours notice will be required.

### 23 VISA DEBIT CARD

Visa Debit cards are issued on the S1 Everyday, S20 Retiree Access and S28 Flexicredit Accounts only.

A Visa Debit card will not be issued to a Member under 14 years of age. Parental consent will be required for Members aged between 14 and 18 years.

You should also refer to Electronic Banking and Access Facilities section of these General Terms and Conditions prior to using your card for more information on card usage.

## **24 MEMBER CHEQUE FACILITY**

This facility is available to Members over 18 years of age. On acceptance of your application we will issue you a Cheque Book and authorise you to draw Cheques on our Bank Account.

If the amount of any Cheque presented for payment to the Bank exceeds the available balance in your Account at the time of presentation we may instruct the Bank to dishonour your Cheque and pass on any dishonour fee. We will advise you as soon as possible if this occurs. The available balance is comprised of cash deposits, Direct Credits processed to your Account, the proceeds of cleared Cheque deposits and any available credit we have provided such as an Overdraft. Any outstanding card transactions are subtracted from the available balance.

We have the discretion to (but under no obligation to do so) pay a correctly authorised and presented Cheque and overdraw your Account for this purpose. Please refer to Section 13 Overdrawn Accounts.

You agree that our rights and liabilities in relation to this facility shall be as if we were a Bank and Collecting Bank as defined in the Cheques Act 1986.

### **24.1 Stopping a Member Cheque**

You can cancel or stop payment on a Cheque before we have paid it. If the Cheque has been presented and paid, we cannot stop payment on it. You may be charged a fee as detailed in our Fees and Charges schedule.

## **25 CREDIT UNION CORPORATE CHEQUES**

This is a Cheque made payable to the Payee you nominate. You can purchase Credit Union Corporate Cheques from our Office. A fee applies. Please refer to our Fees and Charges schedule.

You should note that we cannot stop payment on a Credit Union Corporate Cheque if you used it to buy goods and services and you are not happy with them. In this instance you must seek redress from the provider of the goods or services.

If a Credit Union Corporate Cheque is lost or stolen, you can ask us to stop payment on it. This request must be in writing on our prescribed form available from our Office. You will also be required to indemnify us from claims that you wrongfully authorised stopping the cheque.

## **26 DIRECT DEBITS**

You can authorise a participating Biller to debit amounts from your Account as and when you owe them to the Biller. The Biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to authorise this arrangement.

You should note that the following information does not apply to Direct Debits established by providing your Visa Debit card details. These are covered under Visa Scheme rules, see Section 45.

To cancel the DDR you can contact either the remitter or us. If you contact us we will promptly stop the facility. We suggest you also contact the Biller without delay to cancel the DDR. If you have multiple Direct Debits from the same Biller, you must also contact the Biller to ensure the correct debit is stopped and that your

other debits are still paid as all debits from the one Biller could be stopped.

If you believe a Direct Debit initiated by a Biller is incorrect you should contact the Biller. Alternatively, you may contact us. If you provide us the information we require, we will forward your claim to the Biller. We are not liable to compensate you for the Biller's error.

We can cancel your Direct Debit facility in our absolute discretion if 3 consecutive Direct Debit instructions are dishonoured. If we do this, the Biller will not be able to initiate a Direct Debit from your Account under their DDR Service Agreement. The Biller may charge you a fee for each dishonour of their Direct Debit request.

We may also charge you a fee for Direct Debit dishonours as detailed in the Fees and Charges Schedule.

## **27 PERIODICAL PAYMENTS**

We will accept Periodical Payment requests to transfer funds from your Account on the following conditions:

- Completion of the Credit Union's form and signed as per the Account's operating authority; or,
- You may log on to Internet Banking and establish a regular payment arrangement.

Terms and Conditions for payments set up by you in Internet Banking are detailed in Section 35 of this document.

The following conditions apply to Periodical Payments manually set up by completion of the form.

The Periodical Payment authority will remain in force until either:

- The cancellation date you have nominated on the form, or
- Request from you to cancel or amend the authority, or
- Authority is cancelled by you via Internet Banking, or
- Notice of death or bankruptcy of Member, or
- Authority is cancelled by us.

We will pay Periodical Payments electronically for external parties and transfers to other FSCU Accounts. If the due date is a weekend or public holiday payment will be made on the next business day.

We will only make a Periodical Payment if there are sufficient clear funds in the Account on the nominated date for transfer. At our discretion we may search for clear funds for up to 5 days. You may be charged a fee if payment cannot be made. If sufficient clear funds are not in your Account on more than 5 consecutive occasions (after 5 attempts on each occasion) we will cancel the Periodical Payment authority. We will advise you in writing.

Although we will endeavour to effect Periodical Payments we accept no responsibility to make them. Accordingly we shall not incur any liability through any refusal or omission to follow any such instruction.

If the Periodical Payment is for a loan with FSCU and there are not sufficient funds to make the payment, we may at any time debit your Account from which the payment is made for any amount up to the amount due. However we will not overdraw your Account or exceed any credit limit in doing so.

## **28 DEBITING TRANSACTIONS**

We will debit transactions received on any one day in the order we determine at our discretion.

## **ELECTRONIC BANKING AND ACCESS FACILITIES**

## 29 ePAYMENTS CODE OF CONDUCT

The following ePayments Code of Conduct Terms and Conditions govern all transactions made using the EFT Access facilities we offer except where noted as applying to particular facilities.

We warrant that we will comply with the ePayments Code of Conduct.

We offer Members the following EFT Access facilities:

- Visa Debit card
- BPAY
- Internet Banking including Mobile Banking

### Visa Debit card

The Visa Debit card enables you to access any ATM worldwide that displays the Visa logo. You can also obtain cash advances up to your available limit from any Financial Institution worldwide displaying the Visa logo. A Visa Debit Card also enables you to pay for goods and services at any retailer displaying the Visa logo. Within Australia you may also obtain cash from the domestic EFTPOS system where the Merchant elects to provide this capacity. Merchant surcharges may apply to purchases using a Visa Debit card.

You will be issued with a Pass Code (PIN) to use with the Visa Debit card. Please refer to the Account descriptions in Section 4 for information on the EFT Access facilities available for each Account.

You should also refer to the Fees and Charges Schedule which details the fees and charges applicable to transactions.

### BPAY

This service is available through Internet Banking and at our office. You can pay bills that have the BPAY logo with this service.

### Internet Banking

Internet Banking provides you with access to your Account to transfer amounts, make payments, and access and update information on your Accounts.

### Mobile Banking

Mobile Banking is not a stand-alone product. It is an additional feature of Internet Banking allowing access to certain Internet Banking functions and is available via a mobile device to FSCU Members who have registered for Internet Banking and downloaded the FSCU Mobile Banking application.

## 30 DEFINITIONS & INTERPRETATIONS

In these Terms:

**“Access Method”** – means a method authorised by us for your use and accepted by us as authority to make an Electronic transaction and to access your Account(s) but does not include a method which requires your manual signature. This includes but is not limited to any combination of a device, Account number, card number, and pass codes including PIN, Internet Banking Password, Member Access Code.

**“ADI”** – Authorised Deposit-Taking Institution authorised under the Banking Act 1959 and subject to regulation by APRA

**“Business Banking Day”** – means any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia.

**“BPAY”** – means the electronic payment scheme called BPAY operated in co-operation between Australian Financial Institutions, which enables you to effect bill payments to Billers who participate in BPAY, by Internet Banking, or any other Access Method as approved by us from time to time.

**“Cut Off Time”** – means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY or to allow for transmission to an external party (currently 4pm each Business Banking Day, Monday to Friday.)

**“Device”** means a device given to you by us that is used to perform a transaction (eg card)

**“EFT Terminal”** – means the electronic equipment, electronic system, communications system or software that we, our agents or any Third Party control or provide for use with a device and Pass Code to conduct an EFT transaction.

**“Electronic Transaction”** – means any payment, funds transfer or cash withdrawal transaction that is initiated using electronic equipment and not intended to be authenticated by a manual signature.

**“Facility”** – means an arrangement through which a person can perform transactions (eg an Account).

**“identifier”** means information that a user knows but is not required to keep secret and must provide to perform a transaction, such as Account number

**“Mistaken Internet Payment”** –

Means a payment (other than BPAY) by you through a “Pay Anyone” Internet Banking facility and processed by us where funds are paid into the Account of an unintended recipient because you have entered or selected a BSB number and/or Account number that does not belong to the named and/or intended recipient as a result of:

- User error
- User being advised of wrong BSB number or Account number.

**“Payment”** – means a payment transacted using the Facility, including access to the BPAY facility and transfers to external parties.

**“Pass Code”** – means a code or password that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters or a combination of both. Examples include:

- PIN
- Internet Banking password
- Mobile Banking passcode

**“Receiving ADI”** – means an ADI whose customer has received an internet payment

**“Regular Payment”** – means Direct Debits and credits, and Periodical Payments.

**“Sending ADI”** – means an ADI whose customer has made an internet payment.

**“Unintended recipient”** – means the recipient of funds as a result of a Mistaken Internet Payment.

**“User”** – means an Account Holder or an individual authorised by an Account Holder to perform transactions using a facility held by the Account Holder.

**“we”, “us” “our” and “Credit Union”** are references to Fire Service Credit Union Limited ABN 17 087 651 152 **“you”** or **“your”** are references to you, the Account Holder(s) in respect of the Account from which you instruct us to process a transaction.

## 31 SECURITY OF ACCESS DEVICES AND PASSCODES

You must look after your pass codes and access devices such as Visa Debit card at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

If you fail to ensure the security of your pass code and cards you may increase your liability for any unauthorised transaction.

### Warnings:

- You must not write a pass code on, or carry it or keep a record of it with any other part of your access method or on or with anything kept with or near your access method unless you



have taken reasonable steps to disguise the pass code or prevent unauthorised access to it.

- You must not select a pass code that represents your birth date, or recognisable part of your name. If you do use an obvious pass code such as a name or date you may be liable for any losses that occur as a result of unauthorised use of the pass code before you notify us that the pass code has been misused or become known to someone else.
- We recommend that you do not use your Employee number as a Pass Code.
- Simple sequence passwords will be blocked
- You must not tell or show the Pass Code to anyone else (including family and friends.) However your Member Access Code will be known to the Credit Union and may be used by us to identify you if you call us.
- You must take care to prevent another person, including family and friends from seeing you enter your Pass Codes.
- You must not act with extreme carelessness in failing to protect the security of the Pass Code.
- We will never ask you to provide or confirm your access device (eg Visa Debit card) or Pass Code. You should reject any request by telephone, email or other forms of contact for you to provide your Pass Code.
- We may ask for your Member Access Code if you call us (we will not call and ask you for it).
- Always access Internet Banking using the official URL address.
- Regularly check your Statements for any unauthorised use.
- Ensure that you understand your obligations to keep your cards and Pass Codes secure.
- Ensure that you are familiar with the steps you have to take to report the loss or theft of your Visa Debit card, or the unauthorised use of your Visa Debit card, Internet Banking, Mobile Banking.
- If an overdraft or redraw facility is available to access by any of our EFT access facilities, there is a risk that these facilities may be used to make unauthorised transactions on the overdraft or redraw.
- You must sign your Visa Debit card as soon as you receive it.
- You must not write the Pass Code on your card or keep it with your card or any other access device.
- We recommend that you obtain and retain receipts for your transactions.

You should notify us of any change in your contact details. Where the capability exists, you should change your Pass Code at regular intervals.

### **32 REPORTING LOST OR STOLEN OR UNAUTHORISED USE OF YOUR VISA DEBIT CARD, OR INTERNET BANKING PASS CODE.**

You must tell us promptly if:

1. You become aware of any delays or mistakes in processing your transaction;
2. You did not authorise a transaction that has been made from your Account; or
3. You think that you have been fraudulently induced to make a transaction.

If you think that the security of your Internet Banking has been compromised you must notify us immediately. If you believe an unauthorised transaction has been made you should change the Pass Code.

If you believe your Visa Debit card or PIN has been misused, lost or stolen or your Pass Code has become known to someone else you must contact us immediately during business hours or the Card Hotline at any time. You must provide the following details:

- Name of your Credit Union

- Any other personal information you are asked to provide to assist in identifying you and the card.

**Our contact details and those of the Card Hotline are on page 1 of this document.**

The Card Hotline is available 24 hours a day 7 days a week. They will provide you with a reference number which you should retain. If the Card Hotline is not operating when you attempt notification you must report the loss, theft or misuse of your card to us as soon as possible during business hours. You will not be liable for any losses in the period that the Card Hotline is not operating providing you report to us as soon as possible.

### **33 EFT TRANSACTION LIMITS**

We limit the amount of transactions that can be made on any one day according to the type of Access method. We may reduce transaction limits to zero for security reasons at any time.

You should note that individual Merchants, BPAY Billers and other Financial Institutions may impose their own EFT transaction limits.

The following limits apply:

- **ATM and EFTPOS**

Up to \$1,000 per card, per day.

This is a combined total of any ATM and EFTPOS transactions.

On request your card limit may be temporarily increased.

- **BPAY**

\$5,000 per day, \$5,000 per transaction via Internet Banking

On request your BPAY limit may be temporarily increased

- **Internet Banking including Mobile Banking**

Internal transfer \$20,000 per day from one FSCU Account to another FSCU Account.

External transfer \$2,000 per Membership per day.

Overseas Telegraphic Transfer limits \$500

On request your Internet Banking transfer limit may be temporarily increased.

- **Visa Paywave contactless transactions**

\$100 per transaction up to maximum five (5) transactions or \$300 per card per day

### **34 INTERNET BANKING**

1. We are authorised to act upon all instructions given through the Internet Banking Facility using your pass code.
2. We will advise you from time to time of the transactions which the Internet Banking Facility will enable you to perform.
3. You must hold an Account with the Credit Union or be a signatory to an Account with us to access Internet Banking.
4. You may only use the Internet Banking Facility to perform transactions that the terms and conditions of an Account provide.
5. If you are a signatory to an Account which requires more than one signatory for its operation, you may view the details of the Account (such as obtaining the Account balance.) You cannot transact on the Account using Internet Banking. All transfers and external payments may be carried out by FSCU upon completion of the prescribed form and authorised by the signatories according to the Account's operations.
6. We cannot effect your Internet Banking instructions if you do not provide all the specified information or provide inaccurate information.
7. Secure SMS is an additional authentication service for external transactions to new destinations via Internet Banking, utilising a secure one-time code sent to your registered mobile phone or land line.
8. If you instruct us to make more than one payment we will determine the order in which they are made.

9. We do not warrant that:
  - a. you will have 24 hours a day 7 days a week access to Internet Banking,
  - b. data transmitted by you using Internet Banking is totally secure
  - c. Account information you access by Internet Banking is always up to date.
10. Except as we otherwise agree from time to time to allow future dated transactions and subject to Account terms and conditions, transactions utilising the Internet Banking facility will normally be processed on the same business day or the next business day. External payments made on weekends, public holidays or after 4pm on a business day will be sent on the next business day.
11. We may refuse for any reason to give effect to any direction you give us in respect of a payment to be made by Internet Banking or BPAY. We are not liable to you or any other person for any loss or damage which you or that person may suffer as a result of such refusal.

### 35 REGULAR PAYMENTS BY INTERNET BANKING

You can establish regular payments by accessing Internet Banking. Payments can be made to another Account at FSCU or to an external party. Payment can only be made electronically. The conditions that apply to Internet Banking and external payments and "Future Dated BPAY and Internet payments" apply to any regular payments you establish.

You can also amend or cancel your regular payments at any time by accessing Internet Banking.

We will continue to make the payment until the end date you entered or you cancel the payment. Payment will only be made if there are sufficient available funds in your Account at the time payment is due to be made.

### 36 EXTERNAL PAYMENTS

This facility enables you to transfer funds to an Account at another Financial Institution within Australia by accessing Internet Banking.

Payments made by BPAY are not external transfers and have their own terms and conditions (see sections 39-42)

In addition to the terms and conditions of Section 34 Internet Banking (above), the following terms and conditions apply to external payments:

1. You must correctly input the payees Account number and BSB, and payees Account name.
2. FSCU will not cross check or verify payee Account details.
3. The receiving ADI will only use BSB and Account number to process payments.
4. Payments made on weekends, public holidays or after 4pm on a business day will be sent on the next business day.
5. FSCU is not liable for any delays or errors by other parties, such as the failure of the receiving ADI to process the payment in a timely manner.
6. FSCU is not liable for any refusal by a Third Party or other Financial Institution to accept or acknowledge receipt of the payment.
7. An external transfer cannot be stopped once it has left FSCU. If you did not authorise the transaction please contact us.

**You must also carefully read the section on Mistaken Internet Payments below.**

### 37 MISTAKEN INTEREST PAYMENTS

This section contains important information on recovering Mistaken Internet Payments and when you may be liable for any Mistaken Internet Payment. However, if the receiving ADI is not a subscriber to the ePayments Code then this section may not apply.

You should note that:

- This does not apply to BPAY.
- It may not always be possible to recover funds from an unintended recipient.
- Over payments cannot be recovered under this process. You must contact the payee to recover the overpaid amount.

You must notify us immediately if you think you have made a mistake in entering the payee's Account number and/or BSB when making a payment. We will acknowledge receipt of your report of a Mistaken Internet Payment and provide you with a reference number.

If we are satisfied that there has been a Mistaken Internet Payment we will contact the receiving ADI and follow the process below. If we are not satisfied that a Mistaken Internet Payment has been made we will advise you accordingly.

#### **Report within 10 business days of making the transaction and funds still in recipient's Account:**

If the receiving ADI agrees there has been a Mistaken Internet Payment and there are sufficient funds in the unintended recipient's Account, the receiving ADI must return the funds to FSCU within a maximum of 10 business days. We will promptly credit your Account.

#### **Report between 10 business days and 7 months of making the transaction and funds still in the recipients Account:**

The receiving ADI has 10 business days from receiving the report from FSCU to complete its investigations. If it agrees that a Mistaken Internet Payment has been made it should return your funds to FSCU within a further 2 business days. We will promptly credit your Account.

#### **Report made after 7 months of making the transaction and funds still in recipients Account:**

The receiving ADI, if it agrees that a Mistaken Internet Payment has been made, must obtain the unintended recipient's permission to return the funds. This may take some time. If permission is not granted you may not recover your funds and we will not be liable to reimburse you for any amount.

Regardless of when the report is made, if the receiving ADI is not satisfied that a Mistaken Internet Payment has been made they may take no further action or they may request the unintended recipient to return the funds voluntarily. We will not be liable to reimburse you for any amount.

#### **Where there are insufficient credit funds regardless of when report is made:**

If the receiving ADI agrees there has been a Mistaken Internet Payment but there are insufficient credit funds in the unintended recipient's Account, the receiving ADI must make reasonable endeavours to retrieve the funds such as by a repayment arrangement. However you may not recover all or any of the Mistaken Internet Payment and we will not be liable to reimburse you for any amount.

In all circumstances, we will notify you in writing of the results of our investigations or whether further time is required within 30 business days of your Mistaken Internet Payment report. We will advise of any further action you may take including taking the matter to our External Dispute Resolution Scheme.

### **38 MISTAKEN INTERNET PAYMENTS CREDITED TO YOUR ACCOUNT**

We may be contacted by a sending ADI regarding a Mistaken Internet Payment credited to your Account. FSCU is obliged to investigate. If we are satisfied that a Mistaken Internet Payment has been credited to your Account FSCU must take the following action depending on when the funds were credited to your Account and if the funds are still in your Account.

#### **Report of Mistaken Internet Payment into your Account within 10 days of transaction:**

If we are satisfied that a Mistaken Internet Payment has been credited to your Account we will withdraw the funds and return them to the sending ADI. We do not require your consent however we will advise you should this circumstance arise.

#### **Report of Mistaken Internet Payment into your Account between 10 days and 7 months of transaction:**

- We will place a hold on the funds in your Account to the value of the transaction.
- We will notify you of the report of a Mistaken Internet Payment and advise that unless you can establish an entitlement to the funds within 10 days we will withdraw the funds and return them to the sending ADI.

#### **Report of Mistaken Internet Payment into your Account after 7 months of transaction:**

We will notify you of the report and seek your consent to withdraw the funds and return them to the sending ADI.

#### **Where there are insufficient credit funds in your Account:**

Regardless of when the report is made, we will contact you to arrange repayment of the Mistaken Internet Payment.

There may be circumstances where we cannot be satisfied that a Mistaken Internet Payment has been credited to your Account, nevertheless, we may still contact you requesting the return of the funds on a voluntary basis.

If you are in receipt of income support payments from Centrelink we will only recover funds from you in accordance with the "Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments".

We will advise you of the results of our investigations in writing and advise you of any further actions you can take including referring the matter to our External Dispute Resolution Service.

### **39 USING BPAY**

We are a Member of BPAY. We will tell you if we are no longer a Member of BPAY.

BPAY can be used to pay bills bearing the BPAY logo as a one off payment, a future dated payment or a regular payment. We will advise you if and when other transactions can be made using BPAY.

When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (found on your bill), the amount to be paid and the Account from which the amount is to be paid.

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

We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.

If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.

You acknowledge that Third Party organisations (such as Billers or other Financial Institutions) may impose additional restrictions on your access and use of BPAY.

You acknowledge 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 you and the Biller.

### **40 PROCESSING OF BPAY PAYMENTS**

A BPAY Payment instruction is irrevocable. Except for future-dated payments (see section 42), you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it. We will treat your BPAY Payment instruction as valid, if when you give it to us, you use the correct Access Method.

You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see section 41) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.

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

1. Advise you of this;
2. Credit your Account with the amount of the BPAY Payment;
3. Take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

### **41 BPAY MISTAKEN AMOUNTS**

You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:

1. The amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess;
2. The amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

### **42 FUTURE DATED BPAY AND INTERNET PAYMENTS**

You may arrange future dated payments. If you use this option you should be aware that:

1. You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future dated payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility and if we have agreed that the credit facility may be used for that purpose, there must be sufficient available credit for that purpose.
2. If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment or internet payment will retry for a further five (5) Business Banking days before the payment is considered to be rejected. Once the payment has been rejected five (5) times the payment will automatically be cancelled and you may be charged a dishonour fee if this fee forms part of our Fees and Charges Schedule.

3. You are responsible for checking your Account transaction details or Account Statement to ensure the future dated payment is made correctly.
4. You should contact us if there are any problems with your future dated payment(s).
5. You must contact us if you wish to cancel a future dated payment after you have given the direction but before the date of payment. You can not stop the payment on or after that date.

#### **43 VISA DEBIT CARD**

1. You agree to sign your Visa Debit card immediately upon receiving it and before using it. You must also ensure that any other cardholder you authorise also signs their Visa Debit card immediately upon receipt and before using it.
2. Visa Debit cards will automatically reissue unless section 54 applies.
3. We will advise you from time to time of the transactions that may be performed using the Visa Debit card. You can only use your Visa Debit card to perform transactions on the nominated Savings Account. Your transactions will not necessarily be processed to your Account on the same day.
4. We will also advise you of the EFT terminals of other Financial Institutions that may be used and your daily combined cash and EFTPOS limit. You should also refer to the Fees and Charges Schedule for fees that may apply to your transactions.
5. You can conduct transactions using your Card up to \$35 without entering your PIN as long as these transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the transaction if you request.
6. You agree that FSCU has the right to decline authorisation for any EFT transaction for any reason. We will not be liable to you or any Third Party for any loss or damage as a result of a declined authorisation.
7. If we issue you with a Visa Debit payWave card (identifiable by the payWave logo) you will be able to make purchases under \$100 (up to a total of \$300 per day or 5 transactions per day) at participating Merchants by tapping your card against the contactless reader. If your purchase is over \$100 you will need to enter your passcode.
8. The Visa Debit card remains the property of FSCU.

#### **44 USING VISA DEBIT CARD OUTSIDE AUSTRALIA**

1. Use of the Visa debit card outside Australia must comply with any exchange control requirements.
2. All transactions made overseas on the Visa Debit card will be converted into Australian currency by Visa International and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the date on which Visa processes the transaction.
3. All transactions made overseas on the Visa Debit card are subject to a conversion fee equal to 2.5% of the value of the transaction and payable to CUSCAL as the principle Member of Visa International. This currency conversion fee is subject to change and we will advise you in advance of any change.
4. Some overseas Merchants and EFT terminals charge a surcharge for making an EFT transaction. Once you have confirmed that transaction you will not be able to dispute the surcharge. It may appear on your Statement as part of the purchase price.
5. Some overseas Merchants and EFT Terminals allow a cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the

transaction you will not be able to dispute the exchange rate applied.

6. Before travelling overseas you should:
  - a. Obtain the Card Hotline phone number for Visa International in the country of your destination.
  - b. Let us know your travel plans so we are aware of the potential for changed or unusual spending patterns while you are away and can alert our 24/7 fraud monitoring service.
  - c. Be aware that some overseas Merchants may require your signature to authorise a transaction.
  - d. Be particularly aware to always check your Statement carefully and advise us promptly of any unauthorised transactions.
7. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

#### **45 VISA DEBIT CARD REGULAR PAYMENTS ARRANGEMENTS**

You can use your Visa Debit card to establish a regular payment arrangement. These arrangements are not covered by the Direct Debit conditions in Section 26 but are governed by Visa Scheme Rules.

To change or cancel any regular payment arrangement you should contact the Merchant at least 15 days prior to the next scheduled payment. You should retain a copy of this change or cancellation request.

**Until you cancel the regular payment with the Merchant FSCU is obliged to process the payment.**

If the Merchant does not comply with your request to cancel the regular payment you must send FSCU a copy of your cancellation request to enable us to dispute the ongoing payment on your behalf under the chargeback provisions below.

Should your card details change (eg lost, stolen, expired) or your Account is closed then you must request the Merchant to change the details of your regular payment. If you fail to do so your regular payment may not be honoured and the Merchant may no longer provide the goods or services.

#### **46 CHARGEBACKS FOR VISA DEBIT CARD**

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback.

If a Visa Debit card transaction was:

- unauthorised,
- for goods or services that the Merchant did not deliver,
- for goods and services which did not match the description provided by the Merchant,

then you can ask us to chargeback the transaction by reversing the payment to the Merchant's Financial Institution.

You must inform us of the disputed transaction within the timeframes set by Visa International for us to be able to attempt a chargeback. The current shortest notification time is 45 days. In some circumstances where the ePayments Code of Conduct applies the time limits may not apply.

You are not able to reverse a transaction authenticated by Verified by Visa unless FSCU is liable under the ePayment Code.

#### **Use after cancellation or expiry of Visa Debit card**

You must not use your Visa Debit card:

1. after the valid date shown on the face of the Visa Debit card, or
2. after the Visa Debit Card has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Account.

#### **47 EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

We do not warrant that Merchants or EFT terminals displaying the Visa card logo or promotional material will accept the Visa Debit card.

We do not accept any responsibility should a Merchant or Financial Institution displaying Visa signs or promotional material refuse to accept or honour the Visa Debit card.

We are not responsible for any defects in the goods and services you acquire through the use of the Visa Debit Card. Any complaints about goods and services must be addressed with the Merchant.

#### **48 YOUR LIABILITY FOR ELECTRONIC TRANSACTIONS**

1. You are liable for all transactions carried out by you or by anybody carrying out a transaction with your consent, unless any of the circumstances specified in this apply.
2. You are not liable for losses caused by unauthorised transactions:
  - a. Where it is clear that you have not contributed to the loss
  - b. That are caused by the fraudulent or negligent conduct of employees or agents of:
    - Us
    - Any organisation involved in the provision of BPAY or EFT system
    - Any Biller
    - In the case of Visa Debit card; any Merchant.
    - Relating to a forged, faulty, expired or cancelled devices, identifier or pass code.
  - c. Resulting from unauthorised use of the device and/or pass code:
    - Before you receive that device and/or pass code; or
    - After you notify us in accordance with section 31 that your device and/or pass code has been misused, lost or stolen or that the security of a pass code has been breached
  - d. If the same electronic transaction is incorrectly debited more than once to your Account.
  - e. Where an electronic transaction can be made using a device, or a device and an identifier, but without a pass code, you are only liable if you unreasonably delay reporting the loss or theft of a device.
3. You will be liable for any loss of funds arising from unauthorised payments if the loss occurs before you notify us that your device has been misused, lost or stolen or that security of the pass code has been breached and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - a. Your fraud or, your failure to keep the pass code secure in accordance with section 31; or
  - b. Unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the device or a relevant pass code and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us; or
  - c. You contribute to losses by leaving a card in an ATM where that ATM has reasonable safety standards to mitigate the risk of a card being left in an ATM.

However, you will not be liable for:

- a. The portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - b. The portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
  - c. all losses incurred on any Account which you had not agreed with us could be accessed using the device and or Pass Code.
4. Where a pass code is required to perform the unauthorised electronic transaction and section 49.3 does not apply, your liability for any loss of funds arising from an unauthorised electronic transaction, if the loss occurs before you notify us that your device or pass code has been misused, lost, stolen or used without your authorisation is the lesser of:
    - a. \$150;
    - b. The balance of your Account, including any prearranged credit; and
    - c. The actual loss at the time you notify us that your device or Pass Code has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
  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 did not observe any of your obligations under these General Terms and Conditions or acted negligently or fraudulently under this agreement.
  6. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the 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.
  7. Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code of Conduct.

#### **49 MALFUNCTION**

1. You will not be responsible for any loss you suffer because the Internet Banking system, BPAY, or an EFT terminal accepted your instructions but failed to complete the EFT transaction.
2. In the event that there is a breakdown or interruption to any of the Facility's system or equipment, and you should have been aware that the Facilities were unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or changes imposed on you as a result.

#### **50 CONSEQUENTIAL DAMAGE**

1. 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 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.
2. We are not liable for any consequential loss or damage you suffer as a result of using the Facility, other than loss due to our negligence, except where section 50 applies, or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not

be excluded, restricted or modified at all, or only to a limited extent.

## **51 RESOLVING ERRORS ON ACCOUNT STATEMENTS**

1. You should check all entries on your Account Statements carefully.
2. If you believe a transaction entered on your Statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - a. Your Name and Account number;
  - b. The date and amount of the transaction in question;
  - c. The date of the Account Statement in which the transaction in question first appeared; and
3. A brief and clear explanation of why you believe the transaction is unauthorised or an error. If we are unable to settle your concern immediately and to your satisfaction, we will advise you of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
4. If we resolve your complaint to your satisfaction within 5 business days we may not provide written notice of the outcome unless you request it.
5. Within 21 days of receipt from you of the details of your complaint, we will:
  - a. Complete our investigation and advise you in writing of the results of our investigation unless Section 52.4 applies; or
  - b. Advise you in writing that we require further time, not exceeding a further 24 days, (ie up to 45 days) to complete our investigation.
6. If we complete our investigation within forty five (45) days of receiving your complaint we will advise you in writing of the results of our investigation.
7. If we cannot complete the investigation after this period we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such response. We will also advise you of your right to refer this complaint to our external dispute resolution body.
8. When we complete our investigation, we write to you and advise you of the outcome of our investigation and the reasons for the outcome by reference to these General Terms and Conditions and the ePayments Code of Conduct.
9. If you are not satisfied with our decision, you may request that the decision be reviewed by our Senior Management. If you wish to take the matter further, you may, for instance, contact the:
  - Financial Ombudsman Service Australia (FOS) if lodged before 1 November 2018:  
Online: [www.fos.org.au](http://www.fos.org.au)  
Post: GPO Box 3, Melbourne Vic 3001  
Phone: 1800 367 287 (free call)  
Email: [info@fos.org.au](mailto:info@fos.org.au)
  - The Australian Financial Complaints Authority if lodged on or after 1 November 2018:  
Online: [www.afca.org.au](http://www.afca.org.au)  
Post: GPO Box 3, Melbourne Vic 3001  
Phone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

Wf we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
10. If we decide that you are liable for part or all of a loss arising out of an unauthorised transaction, in addition to notice under section 52.8 we will also make available for you to

inspect, copies of any documents or evidence we relied upon in reaching this decision.

We will also advise you in writing whether or not there was any system malfunction at the time of the payment complained of.

11. If we fail to observe these procedures or the requirements of the ePayments Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

## **52 ACCOUNT DETAIL CHANGE**

From time to time we may inform you of what other information may be viewed when using the Internet Banking Facility and what other changes you may be able to effect via the Internet Banking Facility. If we give you access to make changes via the Internet Banking Facility, you agree that effective from the time you confirm the changes, by submitting them to us via the Internet Banking Facility, you are responsible and liable for any changes made via the Internet Banking Facility. Access to make changes will not be available where two or more signatures are required for Account operations.

## **54. CANCELLATION OF VISA DEBIT CARD OR ACCESS TO INTERNET BANKING, BPAY, OR MOBILE BANKING**

1. You may cancel your Visa Debit card, or access to Internet Banking, BPAY, or Mobile banking at any time by giving us written notice.
2. We may immediately cancel or suspend your access to Visa Debit card or access to Internet Banking, BPAY or Mobile Banking at any time for security reasons or if you breach these Terms and Conditions. We may cancel Visa Debit card by capture of the card at any EFT terminal.
3. We may cancel your access to Visa Debit card, or access to Internet Banking, BPAY, or Mobile Banking for any reason by giving you (30) days notice. The notice does not have to specify the reasons for cancellation.
4. We may suspend your access to the Internet Banking service, for security reasons if you have not accessed it within a 6 month period.
5. If, despite cancellation of your access, you carry out transactions using Internet Banking, BPAY, or Mobile Banking, you will remain liable for that EFT transaction.
6. We may not reissue your Visa Debit card if you have not used your card within 6 months of its expiry date.
7. In the case of Visa Debit card you will be liable for any transactions you make using your Visa Debit card before they are cancelled but which are not posted to your Account till after cancellation of the Visa Debit card. We may demand return or destruction of your Visa Debit card.
8. Your access to Visa Debit card, or access to Internet Banking, BPAY or Mobile Banking will be terminated when:
  - a. We notify you that your access or the Account with us has been cancelled;
  - b. You close the last of your Accounts with us which has access to the facilities;
  - c. You cease to be a Member; or
  - d. You alter the authorities governing the use of your Account with access to these facilities (unless we agree otherwise).

## **55 VERIFIED BY VISA (VbV)**

1. Important: Verified by Visa is not a fraud prevention system nor is it a guaranteed fraud detection system. VbV is an

authentication system designed to ensure that only you, as the cardholder, can use your Visa card. If the secret information you insert into the VbV system is made known to other people, your security will be compromised. VbV does not guarantee that unauthorised transactions will not occur on your Visa card. Accordingly, except as set out in these Terms and Conditions of Use and as prescribed by law, we do not accept any liability for the failure of the VbV system to detect or prevent a fraudulent transaction on your Visa card and Account with us. These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully.

2. To participate in the Verified by Visa programme, you may be asked to verify personal details held by your Credit Union in order to complete the transaction. Should your Visa card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.
3. We strongly recommend that you print or save a copy of these Conditions of Use for your record and future reference. You can also obtain a copy of these Conditions of Use by contacting us.

#### **55.1. Accepting these Conditions of Use**

1. By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
2. You agree to be bound by these Conditions of Use each time you use Verified by Visa.

#### **55.2. Definitions**

In these Conditions of Use:

"**Account**" means your Visa card Account.

"**Account Holder**" means the person or persons in whose name the Account is held.

"**additional cardholder**" means a person other than the Account Holder who has been nominated by an Account Holder to operate the Account by use of a Visa card.

"**participating online Merchant**" means a retailer or Merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

"**we**", "**us**" or "**our**" refers to Fire Service Credit Union with whom you hold a Visa card Account.

"**you**", "**your**" or "**yours**" means an Account Holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.

"**Verified by Visa**" means the online transaction authentication service provided by us (or our nominated service provider).

"**Visa card**" means the Visa debit or credit card issued to you or an additional cardholder by Fire Service Credit Union.

#### **55.3. Application of Conditions of Use**

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your Account. In addition to these Conditions of Use, all other Terms and Conditions that apply to your Visa card and Account ("Account Terms") still apply. If there is any inconsistency between these Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

#### **55.4. Guidelines for maintaining the security of your Visa Debit Card**

1. Never lend your VISA Debit card to anybody.
2. Use care to prevent anyone seeing the VISA card details being entered at the time of authentication.
3. Immediately report unauthorised use of the VISA card to your Credit Union.
4. You should examine periodical Statements of your Account immediately upon receiving them to identify and report, as soon as possible, any instances where the VISA card has been used without your authority.

#### **55.5. Using the Verified by Visa service**

1. You may use Verified by Visa to make purchases online. However, the Verified by Visa Service may only be available in connection with participating online Merchants.
2. When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
3. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the Merchant may not accept your Visa card or payment for that transaction and you may be unable to complete an online transaction using your Visa card.
4. In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.
5. In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.

#### **55.6 Privacy**

1. We (or our nominated service provider) may collect personal information about you for the purposes of providing the Verified by Visa service to you.
2. You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Verified by Visa service and investigating disputes or allegations of unauthorised transactions, or if it is required by law.
3. We may transfer personal information about an individual to someone in a foreign country if necessary for the conclusion or performance of a contract concluded in the interest of the individual between FSCU and a Third Party.
4. For more details of how your personal information is handled, please refer to our privacy policy, which can be viewed by accessing our Internet home site or you can obtain a copy by calling us.

#### **55.7. Termination of Verified by Visa**

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

#### **55.8 Participating Online Merchant**

1. You will know that an online Merchant is a participating online Merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that Merchant.
2. We do not endorse or recommend in any way any participating online Merchant.

3. Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

#### **55.9 Exclusion of Liabilities**

1. Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
2. We will not be liable for any damages whatsoever arising out of or in relation to:
  - a. our use of or access to (or inability to use or access) the Verified by Visa services; or
  - b. any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.
3. If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.

#### **55.10 Your Conduct**

1. Whilst using the Verified by Visa service and your Credit Union's Internet Banking services, you agree not to:
  - a. impersonate any person or entity using the Verified by Visa authentication process;
  - b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Verified by Visa service or by us;
  - c. spam or flood our Internet Banking service and the Verified by Visa service;
  - d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service.
  - e. remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
  - f. "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
  - g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service;
  - h. otherwise interfere with, or disrupt the Verified by Visa service or our Internet Banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or
  - i. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or Applicable to the Verified by Visa service.

#### **55.11. Your Liability**

1. Your liability for unauthorised transactions is governed by your Account Terms.
2. If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
3. If you suspect that your Visa card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use and you may be liable for all transactions on the Visa card until notification occurs.
4. For further details as to reporting a breach of card details, refer to your Account Terms.

#### **55.12 Errors**

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical Statement contains any instances of unauthorised use or errors, you should contact us immediately.

#### **55.13 Changes to Conditions of Use**

We can change these Conditions of Use at any time, and where we are required to do so under any law, we will notify you of these changes.

### **GENERAL INFORMATION**

#### **56 PRIVACY**

Fire Service Credit Union is bound by the Australian Privacy principles under the Privacy Act 1988 (Cth) and has developed its own Privacy Policy. For further information on our obligations regarding your personal information, how we collect, hold, use, and disclose this information refer to our Privacy Policy either at our Website or from our office.

#### **Privacy Officer**

Our Privacy Officer's contact details are:

**Address:** 22 Chancery Lane, Adelaide SA 5000

**Telephone:** 08 8227 2222

**Email:** [fscuhelpdesk@fscu.com.au](mailto:fscuhelpdesk@fscu.com.au)

#### **57 APRA REGULATION & SUPERVISION**

Fire Service Credit Union Limited is licensed as an Approved Deposit Institution (ADI) and supervised by the Australian Prudential Regulation Authority (APRA).

APRA promotes financial stability by requiring ADIs to manage risk prudently so as to minimise the likelihood of financial losses to their depositors. After an ADI is licensed by APRA, it is subject to ongoing supervision to ensure it is managing risks prudently and meeting prudential requirements.

The safety and security of your deposits at FSCU meet the high standards and regulatory controls of APRA.

#### **57.1 Financial Claims Scheme (FCS)**

The Financial Claims Scheme (also referred to as the Australian Government Deposit Guarantee) protects deposit accounts with funds in Australian dollars up to a limit of \$250,000 for each account holder at each bank, building society, or credit union incorporated in Australia and licensed by APRA. In the event of an ADI insolvency, account holders will be allowed quick access to deposits that are protected under the FCS. More information is available at [www.fcs.gov.au](http://www.fcs.gov.au)



## 58 CUSTOMER OWNED BANKING CODE OF PRACTICE

FSCU subscribes to the Customer Owned Banking Code of Practice. This code expresses our commitment to improving the financial well-being of our individual Members and the community. We warrant that we will comply with the Customer Owned Banking Code of Practice.

Our 10 Key promises under the code are:

- We will be fair and ethical in our dealings with you
- We will focus on our Members
- We will give you clear information about our products and services
- We will be responsible lenders
- We will deliver high customer service and standards
- We will deal fairly with any complaints
- We will recognise Member rights as owners
- We will comply with our legal and industry obligations
- We will recognise our impact on the wider community
- We will support and promote this Code of Practice.

You can download a copy of the Customer Owned Banking Code of Practice from our website.

## 59 FEES AND CHARGES

Our 'Fees and Charges' Schedule forms part of these General Terms and Conditions and sets out the current amount of the fees and charges payable.

## 60 DISPUTE RESOLUTION

Please refer to our Dispute Resolution Guide which forms part of these General Terms and Conditions. This guide outlines the dispute process and is available on our website or from our office.

In the first instance, you should contact the Credit Union by calling (08) 8227 2222. You can also contact us in writing or via our website [www.fscu.com.au](http://www.fscu.com.au)

Our external dispute resolution scheme for independent arbitration is

The Australian Financial complaints Authority.

- Phone: 1300 931 678 (free call)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Website: [www.afca.org.au](http://www.afca.org.au)
- Post: GPO Box 3, Melbourne Vic 3001

## 61 FINANCIAL HARDSHIP ASSISTANCE

Occasionally some Members face financial difficulty. We understand life can take unexpected turns but, whatever the circumstances, FSCU is committed to assisting and supporting any Members who face financial difficulty.

If you are experiencing financial hardship or difficulty, please contact us

## 62 VARIATION TO THESE GENERAL TERMS AND CONDITIONS, FEES, CHARGES, AND INTEREST RATES

Fire Service Credit Union may change these General Terms and Conditions, change the fees that apply, or impose new fees with sufficient notification.

We may notify you of changes using the following notification methods:

- On or with your next statement
- By letter or other direct communication
- Via our website or newsletter
- Advertisement in local or national media
- By electronic means, where this is permitted by law

Please ensure you are reading the current version of our General Terms and Conditions by checking our website or our office.

Variation	Minimum notice period
Increase of any fee / charge	30 days
A new fee / charge	20 days
Changes to fee free transactions	20 days
Changing interest rates	Day of change
Interest calculation method	20 days
Frequency with which interest in debited or credited	20 days
Balances ranges to which interest rates apply	20 days
Imposing, removing or adjusting daily or periodic EFT transaction limits	20 days
Increasing your liability for losses EFT transactions	20 days
Varying other Terms and Conditions	Day of change
A change required because of an immediate need to restore or maintain the security of a system or an individual account, including the prevention of criminal activity	No notice required
Minimum balance to which an account fee applies	20 days