

Phone Banking Terms and Conditions

Before using Phone Banking please read these Terms and Conditions carefully, as your use of Phone Banking is governed by these conditions. These terms and conditions operate in conjunction with SCU's general Terms and Conditions of membership and the schedule of Fees and Charges.

If you do not understand any part of these Terms and Conditions, please contact us on 13 61 91. We recommend that you keep a copy of these Terms and Conditions as they contain information that could be important to you in the future.

1. DEFINITIONS

- 1.01 The 'service' means the Phone Banking service, which is an Interactive Voice Response (IVR) system that incorporates BPAY (separate terms and conditions for BPAY are available in the Internet Banking and BPAY Terms and Conditions).
- 1.02 'Access Code' means the code provided by SCU which when used in conjunction with your membership number gives you initial access to Phone Banking.
- 1.03 'Account' means any Savings, Investment or Loan account held by you with SCU.
- 1.04 'Credit Union', 'we', 'us' or 'our' means Sydney Credit Union Limited (SCU).
- 1.05 'ePayments Code of Conduct' means the Electronic Payments Code of Conduct.
- 1.06 'You' and 'Your' means the account holder instructing us through Phone Banking. It also includes any third party authorised by you to access and/or operate your account(s), with the intent that you shall be liable for any use of Phone Banking in respect of your accounts and for any failure of any authorised signatory to observe these terms and conditions of use.
- 1.07 'Password' means the access code you select after initial access to Phone Banking.
- 1.08 'Written notice' means notice delivered or published on paper but does not mean notice delivered by email unless you have agreed to notice by email.
- 1.09 'Business day' means any weekday banks are open for business in Sydney.

2. CODES OF CONDUCT

- 2.01 SCU warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that Code applies.
- 2.02 The relevant provisions of the Credit Union Code of Practice apply to these Conditions of Use.

3. ELIGIBILITY

- 3.01 All members of SCU are eligible to access information about their account(s) by using Phone Banking once they have requested to use the service and have subsequently been issued with an initial entry access code.
- 3.02 Access will be available to accounts in the name of companies, businesses, partnerships, single and joint accounts.
- 3.03 Access to funds transfer options are not available to those accounts where multiple (two or more) signatures are required to transact on the account.

4. EQUIPMENT

- 4.01 It is your responsibility to:
 - 4.01.1 Obtain and maintain a touch telephone, which is necessary to access Phone Banking.
 - 4.01.2 Take all reasonable steps to protect the security of the equipment and the privacy of your information.
 - 4.01.3 Avoid using Phone Banking from phones located in Hotels and Motels, where automated monitoring/ billing systems may be in place.

Some of these PABX systems, used in Hotels and Motels, record the details of outbound telephone calls including all digits that are dialled by a user during a call. This has the potential to expose your personal account access information and therefore potentially breach the security of your password and access system.

5. PASSWORD AND ACCESS CODE SECURITY

- 5.01 These guidelines are SCU's recommended security measures and do not provide the circumstances whereby you may be liable for losses for unauthorised transactions. Your potential liability for unauthorised transactions is set out in clause 9 of these terms. Your liability for losses will be determined under the ePayments Code of Conduct and not under these guidelines.
 - 5.01.1 SCU will provide an initial access code to use Phone Banking for the first time. When you access Phone Banking through your initial access code you must immediately select a new password. Use of Phone Banking may not be secure until you have selected your own password. The new access code you select can be between four and six digits in length. We recommend that you avoid simple numerical sequences and repeated digits.
 - 5.01.2 You must not tell or show the access code or password to another person or allow it to be seen by another person, including your family and friends.
 - 5.01.3 If you change the password, you must not select a password which represents your birth date or a recognisable part of your name. If you do use an obvious

password such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the password before notification to SCU that the password has been misused or has become known to someone else.

- 5.01.4 You must not record the password unless reasonable steps have been taken to carefully disguise the password or to prevent unauthorised access to that record.

6. TRANSFER LIMITS / RESTRICTIONS

- 6.01 Access to funds transfer is not available to those accounts where multiple (two or more) signatories are required to transact on the account.
- 6.02 You may suspend access to third party funds transfer at any time by contacting SCU.
- 6.03 SCU may specify limits on the amounts that can be transferred and the types of accounts that can be accessed "from" and "to" using the service.
- 6.04 If you perform funds transfers, SCU will only effect these where sufficient cleared funds are available in your nominated account when SCU processes the transfer.
- 6.05 Transfers cannot be made to or from Term Deposits.
- 6.06 You agree that you will not use Phone Banking to exceed the unused portion of your credit limit whether under any pre-arranged credit facility such as a line of credit, overdraft or otherwise.

7. REDRAW FACILITY

- 7.01 This provision will only apply if we offer this facility as part of our Phone Banking service. Fees and charges may apply to the redraw facility depending on the terms and conditions of the loan contract.
- 7.02 If you have a loan account with us, and under the loan contract there is a redraw facility, you will be able to utilise Phone Banking to access the redraw facility.
- 7.03 There are several conditions attached to the use of the redraw facility. These are:
- i) your loan contract must specify that a redraw facility is available;
 - ii) you must have sufficient funds in the redraw facility so that you can access these funds;
 - iii) the loan contract dictates what proportion of the available funds you may access at any time and in what multiples (for example, multiples of \$500 or \$1000 etc);
 - iv) once you have accessed the redraw facility, the Terms and Conditions of the loan contract will apply to the outstanding balance of the loan which will include the funds drawn under the redraw facility; and
 - v) you may only transfer funds as part of the redraw facility to your nominated account, which is a savings account with us.

8. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED TRANSACTIONS

- 8.01 If you believe a Phone Banking transaction is wrong or unauthorised or your periodical statement contains

any instances of unauthorised use or errors, notify us immediately. We are responsible for resolving your complaint. As soon as possible, you must provide us with the following information:

- i) your name and account number;
- ii) the error or the transaction you are unsure about;
- iii) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
- iv) a clear explanation as to why you believe it is an unauthorised transaction or error, and
- v) the dollar amount of the suspected error.

If your complaint concerns the authorisation of a Phone Banking transaction, we may ask you to provide further information.

8.02 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

8.03 Within 21 days of receipt from you of the details of your complaint, we will:

- i) complete our investigations and advise you in writing of the results of those investigations; or
- ii) advise you in writing that we require further time to complete our investigation.

We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.

8.04 If we are unable to resolve your complaint within 45 Days, we will let you know 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 a response.

8.05 If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, we will resolve the complaint in your favour.

8.06 If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

8.07 When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your Linked Account. If you need further assistance, you can use our internal dispute resolution service: see our Dispute Resolution Brochure for details. We also belong to the Financial Ombudsman Service (FOS):

Telephone: 1300 780 808

Address: GPO Box 3, Melbourne VIC 3001

Email: info@fos.org.au

Website: www.fos.org.au

This way, if we cannot resolve your dispute with us, you can have the matter determined independently by FOS.

- 8.08 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of Phone Banking we will:
- i) give you copies of any documents or other evidence we relied on; and
 - ii) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- 8.09 If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or the entire amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

9. MALFUNCTION

- 9.01 You will not be responsible for any loss you suffer as a result of Phone Banking accepting an instruction but failing to complete the transaction.
- 9.02 However, if Phone Banking malfunctions and you should have been aware that the system was unavailable for use or that the system was malfunctioning, we will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

10. OUR COMMITMENT TO YOU

- 10.01 SCU will make every effort to ensure that Phone Banking is available to you 24 hours a day, 7 days a week. We are not responsible for any breakdown or interruption in the service due to circumstances beyond our control.
- 10.02 SCU will endeavour to ensure the information it makes available to you through the service is as far as practicable up to date and correct.
- 10.03 Transactions made through Phone Banking will generally be processed immediately but may be processed on the next business day.

11. YOUR LIABILITY FOR UNAUTHORISED USE OF YOUR PHONE BANKING ACCOUNT

- 11.01 You are liable for all losses caused by unauthorised Phone Banking Transactions unless any of the circumstances specified in 11.02 below apply.
- 11.02 You are not liable for losses:
- i) where it is clear that you have not contributed to the loss;
 - ii) that are caused by the fraudulent or negligent conduct of employees or agents of -
 - a) SCU; or
 - b) any organisation involved in the provision of the Phone Banking system
 - iii) that are caused by the same transaction being incorrectly debited more than once to the same account;
 - iv) resulting from unauthorised use of the Redicard or PIN
 - a) in relation to a Phone Banking Transaction which

requires password authorisation, before receipt of the initial access code; or

- b) after notification to SCU or in accordance with clause 3 that Phone Banking is being used without authority, and that the access security has been breached.

11.03 You will be liable for any loss of funds arising from any unauthorised Phone Banking Transaction using the access code or password if the loss occurs before notification to SCU that the access code or password has become known to someone else and if SCU proves, on the balance of probabilities, that you contributed to the loss through:

- i) fraud, failure to look after and keep the PIN access code or password secure in accordance with clauses 5.01.2, 5.01.3 & 5.01.4 or extreme carelessness in failing to protect the security of the access code or password; or
- ii) unreasonably delaying in notifying SCU of the access code or password becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to SCU.

However, you will not be liable for:

- i) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
- ii) the portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
- iii) all losses incurred on any account which you had not agreed with SCU could be accessed using Phone Banking.

11.04 Where an access code or password was required to perform the unauthorised Phone Banking Transaction and clause 11.03 does not apply, your liability for any loss of funds arising from an unauthorised Phone Banking Transaction, if the loss occurs before notification to SCU that the access code or password has become known to someone else, is the lesser of –

- i) \$150;
- ii) the actual loss at the time of notification to SCU of the misuse or of the access code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to your Linked Account); or
- iii) the balance of your Linked Account, including any prearranged credit.

11.05 Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code of Conduct, where that code applies.

12. CHANGES TO CONDITIONS OF USE AND FEES AND CHARGES

12.01 We may vary these Terms and Conditions (subject to limits under the ePayments Code of Conduct) to:

- i) impose or increase charges relating to the use of Phone Banking;
 - ii) increase your liability for losses relating to transactions; or
 - iii) impose, remove or adjust transaction limits or other periodic transaction limits applying to the use of Phone Banking, your linked account or electronic equipment.
- 12.02 Notice will be provided to you in writing of changes referred to in clause 12.01 within the following times:
 - i) 30 days of any increases to existing fees and charges and other changes which otherwise increase your obligations; and
 - ii) 30 days of any new fees and charges.
- 12.03 Notice with respect to other changes will be provided to you:
 - i) in accordance with any applicable legislation in advance of the date other changes taking effect; and
 - ii) otherwise, in advance of the date the change takes effect.
- 12.04 Advance notice may not be provided to you when changes:
 - i) are necessitated by an immediate need to restore or maintain the security of the system or individual accounts; or
 - ii) reduce your liability in which cases notice may be given in the next statement of account after the change takes effect.
- 12.05 Details of any fees and charges applicable are available on request from SCU. We may debit fees and charges to your linked accounts.

13. FORM OF NOTICE OF CHANGES TO TERMS AND CONDITIONS

- 13.01 Notice of changes to these Terms and Conditions and/or fees and charges will be provided to you, by any one or more of the following ways:
 - i) an advertisement in a local newspaper; or
 - ii) a notice in SCU's newsletter; or
 - iii) individual notice by separate letter; or
 - iv) email advice to the email address last advised by you and recorded on our system at least 20 days before the change takes effect where the changes to the fees and charges may increase your obligations to the company.
- 13.02 We may give single notice of cumulative changes where a sufficient number of changes warrant such notice.

14. DISCONTINUATION OF PHONE BANKING ACCESS

- 14.01 You may at any time request in writing that we withdraw your access to the service.

You will remain responsible for any transactions made on your account using the service until the request has been received and processed by us.

Call 13 61 91
scu.net.au