

Effective Date: 1 July 2014

St. George 360 Online Account.

Terms and Conditions, Fees and Charges
and General Information



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This booklet sets out terms and conditions for the St.George 360 Online Account, along with general information about our Banking Services.

This booklet does not contain all of the Terms and Conditions that apply to you. Further Terms and Conditions are set out in any Schedule we give you about the current interest rates that apply to your Account.

You may contact your Adviser directly for further information. Alternatively, you may contact us:

- by calling us on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday
- by writing to us at St.George Banking Support, 1 King Street, Concord West NSW 2138
- by faxing us at 02 9995 8020.

Features	360 Online Account
No minimum opening balance	✓
No fixed term	✓
Funds at-call	✓
Statements each quarter	✓
Daily interest earned on full savings balance	✓
Interest calculated daily	✓
Interest paid on last Business Day of each month	✓
No minimum monthly balance requirements	✓
Internet Banking	✓
Phone Banking	✓
Direct credits	✓
Direct debits	✓
Periodical payments	X
Branch access	X
ATM card access	X
Cheque facility	X

Your Access

The Account is an interest bearing account. You can access it by:

- (a) telephoning your Adviser, if you have agreed to allow them access;
- (b) using Internet and Phone Banking, if you have registered to use Internet and Phone Banking; and
- (c) other methods we make available.

You must keep the balance of your Account in credit at all times. If for any reason your Account is overdrawn, you must immediately repay the Debit Balance of the Account and restore the Account to a credit balance. We charge default interest on any Debit Balance until it is repaid.

Adviser Access

Full Access

If you give your Adviser Full Access to your Account, your Adviser is able to withdraw funds from your Account, to make investments, and to deposit any proceeds of sale of investments into the Account.

It is a feature of your Account that you will be able to instruct your Adviser directly to advise and initiate transactions on your Account. You can instruct your Adviser by telephone or in any other way agreed upon in writing. Your Adviser will then be able to act on your instructions via our electronic banking system.

View Only Access

Alternatively, you may elect to allow your Adviser to have View Only Access. This means your Adviser can view your Account details but can not transact on your Account.

Contents

Section A - Terms and Conditions that apply to your 360 Online Account and Payment Services	1
1 Important Words	1
2 About this booklet	4
3 Changes to the Terms and Conditions	5
4 Your privacy	7
5 Security	8
6 Problems and Disputes	8
7 Trade practices	10
8 Appropriate use of our services	10
9 GST	10
Section B - Terms and Conditions that apply to your Account	11
10 Opening an Account	11
11 Interest	11
12 Fees and charges	11
13 Adjustment of debits and credits to your Account	12
14 Statement of account	12
15 Accessing your Account	13
16 Cheque Deposits	13
17 Account Combination	15
18 Joint Accounts	15
19 Authority to Operate	16
20 Closing your Account	17
21 Passwords	17

Section C - Terms and Conditions that apply to all Payment Services	21
22 Stopping a transaction on any Payment Service	21
23 Electronic Banking System malfunction	21
Section D - Terms and Conditions that apply to Internet and Phone Banking	22
24 How to start using Internet and Phone Banking	22
25 Stopping a transaction	24
26 Internet and Phone Banking system malfunction	25
27 Availability	25
28 Transaction processing and limits	25
29 Security of your Internet and Phone Banking Security Number and Internet Banking Password	28
Section E - Terms and Conditions that apply to BPAY®	36
30 Terms and Conditions of the BPAY Scheme	36
31 How to use the BPAY Scheme	36
32 Valid payment direction	36
33 Information you must give us	37
34 Payments	37
35 BPAY View®	38
36 Liability for mistaken payments, unauthorised transactions and fraud	40
37 BPAY View billing errors	42
38 Suspension	43
39 Payment Cut-off time	43
40 When a biller cannot process your payment	43
41 Account records	43
42 Consequential damage	43
43 Privacy	44

Section F - Terms and Conditions that apply to Direct Credits	45
44 Direct Credits	45
Section G - Terms and Conditions that apply to Direct Debits	45
45 Direct Debits	45
Section H - Terms and Conditions relating to the operation of the 360 Online Account by your Adviser	46
46 Access Levels	46
47 Liability for loss as a result of a share transaction not proceeding	47
48 Access to financial records	47
49 Relationship between us and your Adviser	47
Section I - General Descriptive Information	48
50 General Descriptive Information	48
51 Read this booklet	48
52 Tax File Numbers and Australian Business Numbers	48
53 Privacy	49
54 Combination and Set-Off	49
55 Joint Accounts	50
56 Cheques	50
Section J - Charges for Special Services	52
57 Payment Services	52
58 Overseas Services	55
59 Other Charges	57

Section A - Terms and Conditions that apply to your 360 Online Account and Payment Services

1 Important Words

“360 Online Account” or **“Account”** means the St. George 360 Online Account held by you with us.

“Access Method” means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit your St. George 360 Online Account.

“Adviser” means the Adviser through whom you opened your Account.

“At Risk Transaction” means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction.

“Authority to Operate” means a form with that general description which is available from your Adviser.

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

“Banking Service” means the 360 Online Account and Internet and Phone Banking.

“BPAY®” means BPAY Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street, Sydney 2000 Tel: (02) 8252 0500.

“BPAY Scheme” means the scheme described in clause 30.

“Business” means a sole trader, company, corporation, partnership, superannuation fund or trust, but does not include bare/informal trusts or trusts with more than four trustees.

“Business Account” means an account designed for and solely used for business, superannuation fund or trust purposes.

“Business Day” means a day we are open for business, but does not include a Saturday, Sunday or any public holiday.

“Cardlink Services Limited” means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn 2144 Tel: (02) 9646 9222.

“Code” means an Internet and Phone Banking Security Number, Internet Banking Password, Password or any similar information which may be required in order to make EFT Transactions to or from an EFT Account and which you are required to keep secret.

“Device” means an article we give you to perform EFT Transactions.

“EFT Account” means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method.

“**EFT System**” means the network of electronic systems used for the transmission of EFT Transactions.

“**EFT Transaction**” means a transfer of funds initiated by an instruction you give us through Electronic Equipment to debit or credit an EFT Account and not intended to be authenticated by comparing a manual signature with a specimen signature.

“**Electronic Equipment**” includes a terminal, computer, television and telephone.

“**Financial Institution**” means any bank or building society or credit union.

“**Full access**” means your Adviser and their employees, agents and consultants, are authorised to operate the Account on your behalf, including effecting withdrawals, deposits, transfers and other operations by electronic means. For further information, refer to Section H.

“**GST**” means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

“**Identifier**” means information that you know and must provide to perform an EFT Transaction but are not required to keep secret.

“**including or such as or for example**”, when introducing an example, does not limit the meaning of the words to which the

example relates to that example or examples of a similar kind.

“**Interest Rate Schedule**” means the 360 Online Account Interest Rate Schedule which sets out the interest rates applicable at the time you open your Account and any subsequent notice we give you about current interest rates.

“**Internet and Phone Banking**” means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to your Account or other matters we specify.

“**Internet and Phone Banking Access Number**” means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking.

“**Internet and Phone Banking Security Number**” means the personal identification security number used in conjunction with the Internet and Phone Banking Access Number and Internet Banking Password to access Internet and Phone Banking.

“**Internet Banking**” means the Internet banking service offered by St. George.

“Internet Banking Password” means the password you select for use in conjunction with the Internet and Phone Banking Access Number and Internet and Phone Banking Security Number to access Internet Banking.

“Mistaken Internet Payment” means a payment, other than one using BPAY, by an individual through a “Pay Anymore” internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual’s error or the individual being advised of the wrong BSB number and/or identifier.

“Password” means the password or number used in conjunction with your Account.

“Payment Cut-off Time” means, with respect to a Banking Business Day, the time specified in clause 39 for that day.

“Payment Service” includes any of the following services offered by us:

- Phone Banking
- periodical payment
- direct debit
- BPAY Payment
- Internet Banking.

“Phone Banking” means the telephone banking service offered by St.George.

“Related Entity” means a company owned by us.

“Scheduled Payment” means a BPAY Payment, a third party payment or a funds transfer you request us to make at a later date.

“Secure Code” means a randomly generated code that we send to you to authenticate each At Risk Transaction. The Secure Code is sent to your Australian mobile phone number by SMS or an Australian landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number.

“Secure Code Service” means our method of Two Factor Authentication where we send you a Secure Code to authenticate an At Risk Transaction performed by you using Internet Banking.

“Small Business” means a business having:

- (a) less than 100 full-time (or equivalent) people if the business is, or includes, the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people, but does not include a business that obtains the

Account or Payment Service for use in connection with a business that does not meet the elements in (a) or (b) above.

“Terms and Conditions” means the terms and conditions set out in this booklet, the Interest Rate Schedule and any changed or new terms and conditions we inform you about.

“Third Party Payments” means:

- (a) a payment made to a third party;
- (b) a payment made to an account, in the name of the person authorising the payment, at another Financial Institution.

“Two Factor Authentication” means a security authentication process in which a customer provides a Financial Institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is sent by the Financial Institution to the customer’s physical device, e.g. a mobile phone or a landline phone.

“View Only Access” means your Adviser can view your Account details but not transact on your Account.

“we”, “us”, “our” and “ours” mean St. George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

“you”, “your” and “yours” mean the Account holder.

2 About this booklet

- 2.1 This booklet sets out all the terms and conditions that govern:
 - (a) your Account; and
 - (b) Internet and Phone Banking in so far as that service is used in conjunction with your Account; and
 - (c) Special Service charges that may apply to your Account from time to time.
- 2.2 You should read the Terms and Conditions carefully and any other terms we give you which we inform you apply to your Account or Internet and Phone Banking.
- 2.3 The relevant provisions of the Code of Banking Practice will apply to your Account if you are an individual or a Small Business.
- 2.4 We warrant we will comply with the ePayments Code where it applies. If your facility is designed primarily for use by a business and established primarily for business purposes, the ePayments Code does not apply to it.
- 2.5 If any other information about your Account or Internet and Phone Banking is made available,

it may be accessed by calling **1300 786 379** – 9am to 5pm (Sydney Time), Monday to Friday or by contacting your Adviser.

3 Changes to the Terms and Conditions

- 3.1 The Terms and Conditions can be changed by us at any time if we change it in accordance with any applicable law.
- 3.2 Where there is a change to information that is not materially adverse to you (such as a short term increase in applicable interest rates, which may be available elsewhere, such as only to certain Accounts or certain places during particular times) we may make that information available elsewhere, such as through your Adviser.
- 3.3 We will notify you of any change to the Terms and Conditions in accordance with the times set out in the table on the next page, and in the manner described in clause 3.4 and 3.5.
- 3.4 We will notify you in one of the following ways:
- (a) in writing. We may write to you directly or notify you in the media, depending on the change to the Terms and Conditions; or
 - (b) electronically (where the Code of Banking Practice and the ePayments Code permit and if you agree); or

- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

- 3.5 If we need to give you written notice, we will regard that notice as given to you 3 Business Days after we post it by ordinary mail to the mailing address we have last recorded. So that our record of your contact details remains accurate and up to date, you must notify us of any change to your contact details. We will need instructions from you before changing your name or contact details.

If you change your name, you must provide us with the documents we require and send us a certified copy of evidence satisfactory to us of your change of name.

You may change your name or address by calling us on **1300 786 379**, 8.30am to 5pm (Sydney Time), Monday to Friday or by contacting your Adviser. If you change your name, you must supply the documents we require.

If you change your address and don't tell us, you will be considered to be notified if we write to the old address.

If we receive returned mail for your Account because you have not told us of a change of address, we may place a stop on your account so that you cannot withdraw money until you contact us.

Type of change	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge (other than a government fee or charge see clause 3.6); or (b) increase any fee or charge; or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the balance ranges within which interest rates apply to the Account; or (f) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges for the issue or replacement of a Code or performing an EFT Transaction; or (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on EFT Transactions, a Payment Service or Electronic Equipment; or (g) change in interest rate margin. 	<p>We will give written or electronic notice to you at least 30 days before the change affects you.</p>
<p>B If we make any other change to the Terms and Conditions.</p>	<p>We will notify you in the media or in writing or electronically on or before the day any change takes effect.</p>

If your Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for the Account.

- 3.6 If the Government introduces a Government charge payable directly or indirectly by you, you agree to receive notice in the media or in writing.
- 3.7 We need not give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of our systems or the Account or Payment Service.
- 3.8 Where the Code of Banking Practice and the ePayments Code permit and if you agree, we may use electronic means to communicate with you. For example, sending you electronic statements, written notices or other communications about our products and services.

4 Your privacy

- 4.1 When you apply for an Account, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the Account.

- 4.2 We handle personal information in accordance with our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by calling **133 800**. Our website privacy policy is also available by visiting **stgeorge.com.au**

- 4.3 We acknowledge that, as well as our duties under legislation; we owe a general duty of confidentiality to you.

However, in some cases we may disclose your personal information if:

- (a) disclosure is compelled or permitted by law; or
- (b) there is a duty to the public to disclose; or
- (c) our interests require disclosure; or
- (d) disclosure is made with your express or implied consent.

- 4.4 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, bank accounts with us and statements relating to those bank accounts (including your Account). We may charge you our reasonable costs of supplying this information.

Information on our fees for privacy access requests is set in Section I of this booklet. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.

- 4.5 You must promptly tell us of any change of your name or address.
- 4.6 We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 13 33 30 or visit any of our branches if you do not wish to receive marketing communications from us.

In this clause “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.

- 4.7 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 786 379 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

5 Security and permitted disclosure of an Internet Banking Password, or Internet and Phone Banking Security Number

- 5.1 For your own security against loss, you should ensure that any Access Methods that relate to your Account, such as your Internet and Phone Banking Security Number and Internet Banking Password, are safeguarded.

Further information about keeping Access Methods secure is set out in clauses 29.1 to 29.9.

- 5.2 If you want a third party to collect information about your Account from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password to that third party. Before doing so, you must check that the third party is approved by us.

We will not treat the disclosure of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password to a third party we have approved as a breach by you of clauses 29.1 to 29.9.

6 Problems and Disputes

- 6.1 If you believe an error has been made, please notify us by calling 1300 786 379, 9am to 5pm (Sydney Time), Monday to Friday

We will correct any error that is found to be ours as soon as possible.

- 6.2 To assist us in resolving your problem or complaint, you should:
- report it promptly; and
 - state clearly the nature of the problem or your particular grievance; and
 - have available all documents and background information.

- 6.3 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out in this clause 6. Please refer to our “Customer Satisfaction” brochure for further information. It is available at any of our branches.

- 6.4 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney.

The relevant details are set out on the back cover of this booklet.

- 6.5 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.

- 6.6 If it is unclear whether you have contributed to any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct Access Methods, whilst significant, will not be conclusive evidence that you have contributed to any loss.

We will make any corrections to your Account we consider appropriate in the circumstances.

Any correction will be included in your next statement. We will also notify you as soon as practicable, after reversing an incorrect credit.

- 6.7 If you request, we will provide you with further details about any correction shown on your Account statement.
- 6.8 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. If we need more time or details to complete our investigation, we will inform you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 6.9 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 6.10 We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 6.11 The next available step is the Financial Ombudsman Service (FOS). This is a free, external and independent process for resolving disputes between banks

and customers, provided the FOS has the power to deal with your dispute. The address and phone number of the FOS is listed on the back cover of these Terms and Conditions. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Privacy Commissioner. Please refer to “Protecting Your Privacy” brochure discussed in clause 4.2 for further information.

- 6.12 If, in relation to an EFT Transaction, we fail to observe these Terms and Conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures, and as a result there is an unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 6.13 If you have a complaint, which relates to the BPAY Scheme and you are not an individual, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

7 Trade practices

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights, which by law cannot be excluded, restricted or modified.

8 Appropriate use of our services

You warrant that your use of the services we provide will not breach any law of Australia or any other country.

Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request; and
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other Financial Institutions, third parties and members of the Westpac Banking Corporation; and
- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

9 GST

- 9.1 We will tell you if any fees we charge you are GST inclusive.
- 9.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 9.3 We will tell you of any additional GST amount you must make on a payment.

Taxation Implications

Interest earned on your Account may be taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

Section B - Terms and Conditions that apply to your Account

10 Opening an Account

- 10.1 When you open your Account you will be asked if you wish to provide your Tax File Number (TFN) or Australian Business Number (ABN). That is because Accounts earning interest are subject to the A New Tax System (Pay As You Go) Act 1999. General descriptive information about TFNs and ABNs is given in Section I of this booklet.
- 10.2 We have the right to refuse to open an Account or undertake a Internet and Phone Banking transaction for any person, if we comply with all applicable laws.
- 10.3 If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.

11 Interest

- 11.1 The current interest rate for your Account is set out in the Interest Rate Schedule. You can obtain a copy of the latest Interest Rate Schedule by contacting your Adviser, or by calling 1300 786 379 8.30am to 5pm (Sydney time).

- 11.2 Interest is calculated daily on the balance of Account at the end of each day, including the day of deposit but excluding the day of withdrawal.
- 11.3 Interest is credited to your Account on the last Business Day in each month and on the day we close your Account.
- 11.4 Any interest credited to your Account is available for your use on the next Business Day after it has been credited to the account.
- 11.5 We may change the interest rate on your Account at any time. We will notify you in the media of any changes to the interest rate.

12 Fees and charges

- 12.1 There are no account fees or transaction fees and charges payable on your Account. Fees may be payable for other banking services on your request (see Section J for further information).
- 12.2 We may introduce fees and charges to the Account and then change those fees and charges from time to time. We will, however, give you prior written notice of this in accordance with clause 3.
- 12.3 No Government charges currently apply to your Account. However, the Government may introduce charges that apply to your Account and change them from time to time, but we will give you notice of this in accordance with clause 3.

13 Adjustment of debits and credits to your Account

- 13.1 We credit payments to your Account as soon as practicable after we receive them.

This is not necessarily the same day that we receive the payment. We do not debit Account earlier than the date on which the relevant transaction occurs.
- 13.2 We may subsequently adjust debits and credits to the Account and the balance on your Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or direct entry payment is dishonoured). If we do this, we may make consequential changes (including to interest paid on the account).

14 Statement of account

- 14.1 We will send you a statement of account for your Account every three months to your nominated address unless your Account has a zero balance or no amounts have been debited or credited to it during the statement period, in which case, we may not send you a statement for that period. You may also obtain information as to your Account balance and transaction history via Internet and Phone Banking.
- 14.2 We will send the statement of account to you in one of the following ways:

- (a) in writing; or
- (b) electronically (where the Code of Banking Practice and the ePayments Code permit and if you agree); or
- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

14.3 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so, or query an entry on a statement by calling 1300 786 379 8.30am to 5pm (Sydney time) Monday to Friday, or by contacting your Adviser.

Any credit made in error to your Account must be returned to us as soon as possible. We will debit your Account for that amount even if it will result in your Account being overdrawn, and if necessary take recovery proceedings against you.

14.4 If you are a Joint Account holder living at the same address as another Joint Account holder of the same Account, you can request that one Account holder be appointed the agent of the other Account holders for the purposes of receiving the statements of Account. This means that only one statement of Account will be sent for the Account. If you do not request us to send the statement of Account

to that address or if Joint Account holders live at different addresses notified to us, on request we will send statements to up to two different addresses.

15 Accessing your Account

15.1 Deposits may be made to your Account by:

- (a) transfers to your Account from any eligible account you hold; or
- (b) direct electronic credit to your Account; or
- (c) deposits of cheques in accordance with clause 16.

15.2 Transfers to and from your Account may be made only by Internet Banking or Phone Banking by direct electronic credit and direct electronic debit. Transactions cannot be undertaken on your Account using ATMs, EFTPOS, cash, cheque or any other method.

15.3 You may arrange to have electronic payments (such as dividends) credited directly to your Account. Please see clause 44 in relation to direct credits.

15.4 We credit any transfer to your Account on the day we process the transfer.

15.5 You authorise us to debit your Account with the amount of any transfer we credit to your Account which is later reversed.

15.6 We debit any transfer from your Account on the day you ask us to make the transfer. You will not

earn interest on the amount you wish to transfer from the date you ask us to make the transfer. We may not process the transfer until the next batch processing day (see clause 28). We do not process transfers on weekends or public holidays. So, we recommend that you make transfers from your Account on Business Days only.

- 15.7 As your Account is an investment account, the minimum balance on your Account is nil. That is, you must not overdraw your Account.
- 15.8 You should be careful to make withdrawals only against the cleared funds in your Account. If you do withdraw an amount from uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured), you may overdraw your Account. From time to time, we may allow you to overdraw your Account. We have no obligation to do so. If we do allow you to overdraw your Account, you authorise us to debit the balance of another account you hold with us immediately to repay the overdrawn amount.
- 15.9 You cannot apply for a formal overdraft facility on your Account.

16 Cheque Deposits

- 16.1 You can deposit cheques at any branch, subject to prevailing fees and charges applicable to your Account, using a pre-encoded deposit form. Please refer to

Section J for applicable fees and charges. We will give you more pre-encoded deposit forms if you ask us to do so.

- 16.2 To deposit a cheque into your Account it must be made payable to you, or to "cash", or we must be satisfied that it is correctly signed over (endorsed) to you. We may refuse to accept any cheque for deposit in our absolute discretion. We charge a fee when you deposit overseas cheques. Please refer to Section J for applicable fees and charges.
- 16.3 The proceeds of a cheque deposited to your Account are not available for withdrawal until cleared. See clause 16.7 for normal clearance times on cheques. If the cheque is deposited through one of our agents, the clearance time may be longer.
- 16.4 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We may charge you a fee for a special clearance. Please refer to Section J for applicable fees and charges.
- 16.5 If a deposited cheque is later dishonoured or not cleared, we debit your Account for the amount of the cheque. A deposited cheque is dishonoured when the bank on which it is drawn refuses to give

us value for the cheque for any reason. This may happen at any time. Overseas cheques may be dishonoured on presentation to the overseas bank. We may charge you a fee if a cheque deposited to your Account is dishonoured. Please refer to Section J for applicable fees and charges.

- 16.6 If you deposit a cheque or other item (a “foreign item”) drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting of a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 20 Business Days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 15.8 for more information about withdrawing an amount from uncleared funds.

- 16.7 The following clearance times apply to cheques drawn on the Australian branches of Financial Institutions:

- Cheques deposited within the State in which they are drawn: 3 (three) clear Banking Business Days.
- Cheques deposited outside the State in which they are drawn: 3 (three) clear Banking Business Days.
- Cheques deposited through other Financial Institutions: 6 (six) clear Banking Business Days from the date St.George posts the cheque amount to your Account.

There are exceptions to the above usual times.

Also, we cannot tell you when a cheque (an “overseas cheque”) drawn on an overseas branch of any financial institution will be

cleared. An overseas cheque can be dishonoured at any time, even after the proceeds have been made available to you.

17 Account Combination

17.1 In addition to our rights under clause 15.8, you acknowledge our right at law any time without notice to you to set-off or combine any of the balance of your Account with the balance of another of your accounts with us, unless:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

17.2 We will give you notice promptly after we combine your accounts.

17.3 If you overdraw your Account, we do not have to set-off the amount overdrawn against any credit balance in another of your accounts.

18 Joint Accounts

18.1 You can open the Account in your name or with one or more persons. The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

18.2 If a joint Account holder dies, the remaining Account holder holds the credit balance and if there is more than one, those remaining Account holders hold the credit balance jointly.

18.3 Joint Account holders must sign an "Authority to Operate" form available from your Adviser. (Please refer to clause 19.) If we are made aware of any dispute on a joint Account, we may decide to only permit operations on the Account if all joint Account holders sign. Otherwise, the signing authority for the Account is any Account holder or Authorised Signatory to sign (that is, operate on the Account).

18.4 The liability of Account holders, where the Account is held in joint names, is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance on the Account. We can sue all or any of the Account holders for an amount owing on the Account.

19 Authority to Operate

19.1 You may nominate a person to operate on your Account by completing an Authority to Operate Form.

19.2 By signing an Authority to Operate Form, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you could, including:

- (a) making withdrawals; and
 - (b) authorising direct debits; and
 - (c) using Electronic Equipment and other Access Methods to access your Account.
- 19.3 The Authority to Operate will state the method of operation for the Account. The signing authority for the Account is any Account holder or authorised signatory to sign (that is, operate on the Account).
- 19.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all surviving Account holders. We may require a new Authority to Operate before we allow further operation on the Account.
- 19.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of the Account, we may refuse to allow operation on the Account until all parties concerned have signed the necessary authority.
- 19.6 We will not allow a person to operate on the Account until his or her identity has been verified in accordance with our procedures.
- 19.7 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the ePayments Code.
- 19.8 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself.
- 19.9 You consent to us giving any person authorised to operate on your Account, information about your Account.
- 20 Closing your Account**
- 20.1 We will close your Account on your request.
- 20.2 We may close your Account without giving you prior notice if there is a debit balance in the Account and that balance is not restored to a nil balance.
- 20.3 We may close your Account at any time by giving you reasonable notice.
- 20.4 If we close your Account:
- (a) we pay the credit balance (less any amounts for anticipated Government charges), as we choose, to you; and
 - (b) you remain liable for any Government charges on your Account, either before or after it is closed.

21 Passwords

21.1 You may choose a Password for your Account. You may need to use this Password to verify your identity when making phone enquiries. At our discretion, we may allow you to use your Password or another identifier other than your manual signature to direct us to transfer funds from your Account. We are not required to do so. We can refuse to allow you to access your Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without the need to make a written record of it or anything that reminds you of it. If you wish to change your Password you can call **133 800** or ask in writing to do so.

21.2 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password. If you fail to ensure the security of your Password, your liability is determined under clauses 21.7 to 21.12.

21.3 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to describe your disguised record as a “Password record” or similar;
- (b) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (c) not to select or disguise your Password using any of the following combinations (or parts of them):
 - (i) date of birth
 - (ii) family members’ names;
- (d) not to store your Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provision of the ePayments Code, where that Code applies, despite your obligations set out at clause 21.3.

If your Password is revealed

- 21.4 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person or that unauthorised transactions have been made. You may notify us by telephoning our 24-hour card service centre on 1800 028 208, 7 days a week (free call). You will need to give us all relevant information you may have. You must confirm in writing any notice you give us by telephone (a failure to do so will not affect your liability for unauthorised EFT Transactions however it will help us to effectively deal with your report).
- 21.5 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 21.6 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transactions which could have been prevented if you had been able to tell us provided you tell us within a reasonable time.

Liability for unauthorised transactions

- 21.7 You are not liable for unauthorised EFT Transactions requested of our staff by use of a Password, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised EFT Transactions will normally be limited to:
- (a) \$150; or
 - (b) the balance of the EFT Accounts on which the unauthorised EFT Transactions were made and on which we allow you to transact by use of a Password; or
 - (c) the actual loss incurred before you notify us under clause 21.4 (excluding the portion of the loss incurred on any one day which exceeds any applicable daily transaction limit),
- whichever is the smallest amount.
- In some circumstances, you may be liable for a greater amount of unauthorised EFT Transactions by use of a Password. Please refer to clauses 21.10 to 21.15 for details of those circumstances.
- 21.8 You are not liable for losses caused by:
- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements; or

- (b) for unauthorised EFT Transactions made using a Password only, any such unauthorised transactions made before you receive your Password; or
- (c) any Password that is forged, faulty, expired or cancelled; or
- (d) unauthorised transactions by use of a Password which occur after you have given us notice as required by clause 21.4; or
- (e) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

21.9 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

21.10 You will be liable if you have contributed to the unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your Password to anyone, including a family member or friend; or
- (c) where a Device is also needed to perform a transaction, kept a record of your Password (without making any reasonable attempt to protect the security of the Password) with the Device or in a way that was liable to loss or theft simultaneously with that Device; or

21.11 Your liability under clause 21.10 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under clause 25.10 only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

- 21.12 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Password has become known to someone else.
- 21.13 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:
- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
 - (b) the funds available in your EFT Accounts, including any agreed line of credit; or
 - (c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.
- 21.14 If your Account is only used for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).
- 21.15 You will not be liable under clauses 21.10 or 21.12 for losses incurred on any accounts which we had not agreed could be accessed by using your Password. Your liability under clause 25.10 is also subject to us proving, on the balance of probability, that you contributed to the losses in one or more of the ways listed in clause 25.10.

Section C - Terms and Conditions that apply to all Payment Services

22 Stopping a transaction on any Payment Service

- 22.1 To stop or alter a transaction on any payment, you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to clauses 45.2 and 45.8 for more information on stopping direct debits from your Account. In some instances, we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to make the transaction. For example, refer to clause 28.11 in this context as it applies to Third Party Payments by Internet and Phone Banking and clause 34.1 as it applies to BPAY Payments.

- 22.2 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the ePayments Code.
- 22.3 We may charge you a fee for acting to stop or alter a transaction on a Payment Service. Please refer to Section J.
- 22.4 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service unless we are liable under a statute, the Code of Banking Practice or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the law, the Code of Banking Practice and the ePayments Code permit, or does not prohibit, this limitation.
- 23 Electronic Banking System malfunction**
- 23.1 We are responsible for loss caused by the failure of our Electronic Equipment, EFT System or Internet and Phone Banking Service to complete a transaction accepted by our Electronic Equipment, the EFT System or our Internet and Phone Banking Service in accordance with your instructions.
- 23.2 Notwithstanding anything else in these Terms and Conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these Terms and Conditions (such as us) except where you should reasonably have been aware that equipment or system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in your Account, and the refund of any charges or fees imposed on you as a result.
- 23.3 We will correct the loss by making any necessary adjustment to the appropriate Account (including adjustment of interest or fees as a result of the malfunction).
- 23.4 Please tell us about any service fault or difficulty with Electronic Equipment, the EFT System, Internet and Phone Banking Service or a Terminal by calling our 24 hour hotline on 1800 028 208, 7 days a week (Free call).

Section D - Terms and Conditions that apply to Internet and Phone Banking

24 How to start using Internet and Phone Banking

24.1 The Internet and Phone Banking terms and conditions in this Section D apply each time you use Internet and Phone Banking. You must ensure that you comply with this Section D and you will be responsible for any non-compliance.

24.2 We register you for Internet and Phone Banking when we open your Account.

If we do not register you on opening your Account, you can register for Internet and Phone Banking by phoning 1300 555 203 between 8am and 9pm (Sydney time), 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.

24.3 When we register you for Internet and Phone Banking:

- (a) We give you a Internet and Phone Banking Access Number; and
- (b) You may select your own Internet and Phone Banking Security Number and Internet Banking Password; and

(c) You will also be registered automatically for Secure Code Service.

If you do not select one within the time we allow, we will issue a Internet and Phone Banking Security Number to you.

24.4 You can select your own Internet and Phone Banking Security Number when you use Internet or Phone Banking.

You can change your Internet and Phone Security Number and select your own Internet Banking password when you use Internet Banking. For your security, we recommend that you select a Internet and Phone Banking Security Number and an Internet Banking Password that is different from any other personal identification number (PIN) you may have.

Refer to clauses 29.1 to 29.9 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.

24.5 Your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number are the Access Methods for Phone Banking on the Account by you. Your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password are the Access Methods for Internet Banking on the Account by you. You may use your Access

Methods to deposit funds into the Account, withdraw funds from your Account into another eligible account and make balance enquiries.

- 24.6 (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking Transactions may be identified by us as an At Risk Transaction.
- (b) An At Risk Transaction can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
- (c) If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.
- (d) In order to receive the Security Code, you must:
- provide us with a valid Australian mobile phone number or an Australian landline telephone number, and
 - choose your preferred method of delivery for the Secure Code - either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, then when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm (Sydney time), 7 days a week.
- 24.7 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you after we cancel that access. If you wish to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 24.8 You can cancel the registration for Internet and Phone Banking by telling us at any time that you wish to do so.

24.9 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.

24.10 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touch tone telephone or PC) which you may need to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording Internet and Phone Banking Access Methods.

24.11 It is your responsibility to ensure your contact information is correct. You can maintain your email address via Internet Banking.

24.12 We may place your Internet or Phone Banking access into an "inactive status" if you do not access them within 120 consecutive days. You can reactivate your access by calling St. George Bank on 1300 555 203 between 8am - 9pm (AEST), 7 days a week.

25 Stopping a transaction

To stop or alter a transaction or funds transfer, you must contact us as soon as possible and give full details so that we can locate the transaction and take action.

You may contact us on **1300 786 379** 8.30am to 5pm (Sydney time), Monday to Friday. In some instances, we will not be able to stop or alter a transaction or funds transfer after you have instructed us to make the transaction.

25.1 We are not liable to you if you request that a transaction be stopped or altered but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the ePayments Code.

25.2 We may charge you a fee for acting to stop or alter a Internet and Phone Banking transaction, other than on your Account. Information on the fees and charges for all our banking services is available on request by contacting us on the contact details provided on page 2.

25.3 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of Internet and Phone Banking transactions, unless we are liable under a statute or the Code of Banking Practice. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the statute, the Code of Banking Practice and the ePayments Code permit this limitation.

26 Internet and Phone Banking system malfunction

- 26.1 We are responsible for loss caused by the failure of our Electronic Equipment to complete a transaction accepted by our Electronic Equipment in accordance with your instructions.
- 26.2 Where you should have been aware that the Electronic Equipment was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in your Account, and the refund of any charges or fees imposed on you as a result.
- 26.3 We will correct the loss by making any necessary adjustment to your Account (including adjustment of interest or fees as a result of the malfunction).

27 Availability

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

28 Transaction processing and limits

- 28.1 We will email an electronic receipt for a Scheduled Payment, if you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment.

We issue an electronic receipt for a Internet and Phone Banking transaction at the time of the transaction. However, a Internet and Phone Banking transaction may not be processed until the next batch processing day for the business account on which you make the transaction.

- 28.2 We apply an overall \$1 million limit per EFT Account on the sum of all Internet and Phone Banking transactions on any one day on that EFT Account.
- 28.3 Also, we apply the following daily limits on the following Internet and Phone Banking transactions:
- (a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself; and
 - (b) the sum of \$15,000 per EFT Account for BPAY payments to certain BPAY billers; and
 - (c) the sum of \$100,000 per EFT Account for BPAY payments to any other BPAY billers; and
 - (d) the sum of \$100,000 for Third Party Payments authorised under a form you sign and we approve; and
 - (e) the sum of \$25,000 for Third Party Payments where the payment particulars to the

- third party are set up online. Also, within this limit we apply a daily limit of \$5,000 for the sum of Third Party Payments to any one payee whose payment particulars we set up online; and
- (f) the sum of \$25,000 to any one St. George Credit Card account.
- 28.4 Also, we apply the following daily limits on the following Internet Banking transactions:
- (a) the sum of \$25,000 for all bank cheques requested in a day by use of Access Methods for Internet Banking. Also within this limit, we apply a daily limit of \$5,000 for any one bank cheque requested; and
- (b) there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue; and
- (c) you cannot transfer more than \$1 million in funds by Internet and Phone Banking to a loan account on any one day.
- 28.5 We will tell you in writing if we change these limits. Please refer to clause 3 for further information. Other providers may impose additional limits.
- 28.6 If you register for the Internet and Phone Banking service by phone, we may contact you (usually within one Business Day) to confirm your registration. We do this to ensure that it was you who
- registered and to reduce the risk of fraudulent use of your Account.
- 28.7 We will provide you with a transaction receipt number each time you make a Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.
- 28.8 If you are seeking to use Internet and Phone Banking in relation to an EFT Account which requires two or more to operate, you may only use Internet and Phone Banking to debit the Account via funds transfer or BPAY if all authorised parties to the Account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 28.9 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records to and amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password.
- 28.10 We will not accept an order to stop or alter a Third Party Payment once you have instructed us by Internet and Phone Banking to make that Third Party Payment.

28.11 You may use Internet and Phone Banking to make Third Party Payments from your Account. You may use Internet Banking to direct us to make a Third Party Payment that is a Scheduled Payment.

You must identify the BSB and the account number of the account to which you wish to make a Third Party Payment. We rely on the BSB and account number only to make a Third Party Payment from your Account.

You must take care to identify the correct BSB and account number for a Third Party Payment. Otherwise, the payment may not be made to the correct account.

If you use Internet Banking to schedule making a Third Party Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the Third Party Payment to be made. Otherwise, we will not accept an order to stop or alter a Third Party Payment you schedule to make from your Account at a later time. Also, we will not accept an order to stop or alter any other Third Party Payment once you have instructed us by Internet and Phone Banking to make that payment.

28.12 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT accounts.

If you use Internet Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time. You must ensure that the funds to be transferred at a Scheduled later date are available before midnight on the Business Day immediately prior to the day on which you Schedule the transfer to take place. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

29 Security of your Internet and Phone Banking Security Number and Internet Banking Password

29.1 The security of Internet and Phone Banking Security Numbers and Internet Banking Passwords is very important as they are

comparable to signatures on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen. If you fail to ensure the security of those Internet and Phone Banking Security Numbers and/or Internet Banking Passwords, your liability is determined under clauses 29.10 to 29.16.

them available to any other person (including a family member, a friend or one of our staff); and

- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Numbers or Internet Banking Passwords being entered into any Electronic Equipment.

Can you record a memory aid for your Internet and Phone Banking Security Numbers or Internet Banking Passwords?

29.2 You agree to ensure that you:

- (a) do not record your Internet and Phone Banking Security Numbers or Internet Banking Passwords on the computers or telephones you use to access Internet or Phone Banking; and
- (b) do not record your Internet and Phone Banking Security Numbers or Internet Banking Passwords on any item that identifies your Internet and Phone Banking Access Numbers or on any article normally carried with any such item and which is liable to loss or theft with that item; and
- (c) do not permit any other person to use your Internet and Phone Banking Security Numbers or Internet Banking Passwords; and
- (d) do not disclose your Internet and Phone Banking Security Numbers or Internet Banking Passwords or make any of

29.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or Internet Banking Password, you must ensure that the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Internet or Phone Banking Password on any item that identifies your Internet and Phone Banking Access Number; and
- (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking; and
- (c) not to disguise your Internet and Phone Banking Security Number or Internet banking

- Password by reversing the number sequence; and
- (d) not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar; and
 - (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc; and
 - (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members’ names;
 - (v) social security numbers;
 - (vi) licence numbers; and
 - (g) not store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; and
 - (iii) electronic organisers.

29.4 There may be other forms of disguise which may not be suitable because of the ease of another person discerning your Internet and Phone Banking Security Number or Internet Banking Password. You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Numbers or Internet Banking Passwords.

Please Note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clauses 29.2 to 29.4.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed or you suspect unauthorised transactions

29.5 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect unauthorised use of it or that unauthorised transactions have been made. Please notify us by telephoning 1800 028 208 at any time.

29.6 If we are not notified, you may be liable for unauthorised use – see clauses 29.10 to 29.16.

29.7 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone access to

your Account. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with the report.

29.8 When the matter is reported, we issue a notification number (or other form of acknowledgement). Please ensure that the number is retained to confirm the date and time of the report.

29.9 If the matter cannot be reported to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

29.10 You are not liable for unauthorised EFT Transactions for which a code was required if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

- (a) \$150.00; or
- (b) the balance of your EFT Account on which the unauthorised transactions are made and to which you have access by Internet and Phone Banking including any agreed

line of credit; or

- (c) the actual loss incurred before you notify us under clause 32.5 (excluding that portion of the loss on any one day which exceeds any applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised EFT Transactions. Please refer to clauses 29.13 to 29.16 for details of those circumstances.

29.11 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements; or
- (b) any Device, Identifier or Code that is forged, faulty, expired or cancelled; or
- (c) unauthorised Internet and Phone Banking transactions which occur after we receive notice as required by clause 29.5;
- (d) unauthorised Internet and Phone Banking transactions before you receive your Internet and Phone Banking Security Number; or
- (e) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

29.12 You will be liable for losses resulting from transactions which are carried out by you, a person

authorised by you or another person with your knowledge and consent.

29.13 You will be liable if you have contributed to unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
- (c) where a Device is needed to perform a transaction, kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to protect the security of them) with the Device or in a way that it was liable to loss or theft simultaneously with that Device; or
- (d) selected a Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Internet and Phone Banking Security Number or Internet Banking Password and warned of the consequences of doing so; or

- (e) acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password.

29.14 Your liability under clause 29.13 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that the security of a Internet and Phone Banking Security Number or Internet Banking Password has been breached or we are notified of the existence of unauthorised transactions on your Account; or
- (b) the funds available in your EFT Account including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under this clause only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

29.15 You will be liable if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying

us that your Internet and Phone Banking Security Number and/ or Internet Banking Password has become known to someone else. You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Account including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

29.16 You will not be liable under clauses 29.13 to 29.15 for any losses incurred on any accounts which we had not agreed could be accessed using your Internet and Phone Banking Security Number or Internet Banking Password. Your liability under clauses 29.13 and 29.14 is also subject to us, proving, on the balance of probability, that you contributed to the losses in one or more of the ways described in clause 29.13.

29.17 If you are seeking to use Internet and Phone Banking in relation to an Account used for business purposes then, despite any other clause in these Terms and Conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.

29.18 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 555 203 between 8am and 9pm (Sydney time), seven days a week.

29.19 This Section D does not apply to BPAY payments. See Section E for information about BPAY payments.

Reporting Mistaken Internet Payments

29.20 You should report Mistaken Internet Payments to us as soon as possible after you become aware of them. You can report Mistaken Internet Payments to us by visiting a St.George branch or by calling 13 33 30 within Australia.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

Dealing with Mistaken Internet Payments

29.21 Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment.

Set out at clauses 29.22 to 29.23 is a summary of the processes in that Code.

We may be the **sending institution**, namely the financial institution whose customer made the payment or the **receiving institution**, namely the financial institution whose customer received the payment (this customer is the **unintended recipient** of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that

recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

Where sufficient funds are available in the unintended recipient's account

29.22 Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the Mistaken Internet Payment is made:

Where the report is made within 10 business days of the payment:

- (a) if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

Where the report is made between 10 business days and 7 months of the payment:

- (b) the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request;
- (c) if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
- (d) if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of that period (during which time the recipient will be prevented from withdrawing the funds).

Where a report is made after 7 months of payment:

- (e) If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

Where sufficient funds are not available

29.23 Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

Where you receive a Mistaken Internet Payment

29.24 Where:

- (a) both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- (b) sufficient credit funds are available in your account to the value of that payment; and
- (c) the Mistaken Internet Payment is reported 7 months or less after the payment; and
- (d) for Mistaken Internet Payments reported between 10 business

days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 29.22,

we will, without your consent, deduct from your account an amount equal to that Mistaken Internet Payment and send that amount to the financial institution of the payer in accordance with clause 29.22.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.

We can prevent you from withdrawing funds the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

Liability for losses arising from internet payments

29.25 You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

Section E - Terms and Conditions that apply to BPAY

30 Terms and Conditions of the BPAY Scheme

- 30.1 This Section E applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme. We will tell you if we are no longer a member of the BPAY Scheme.
- 30.2 You may also receive or access bills or statements electronically (BPAY View) from participating billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
 - (b) accessing our Internet Banking website.
- 30.3 You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the biller. We are a biller and you may nominate us as a biller for the purposes of BPAY View. You may be able to make a transfer from an account at another Financial Institution, which is a member of the BPAY Scheme, to your Account through the BPAY Scheme.
- 30.4 When you ask us to make a BPAY Payment, you must give us the information specified in clause 33. We will then debit your Account with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are

not sufficient cleared funds in your Account at the time when you tell us to make that payment.

30.5 When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

31 How to use the BPAY Scheme

31.1 You can ask us to make BPAY Payments from your Account if these Terms and Conditions permit you to make withdrawals from your Account.

31.2 In addition to the limits specified in clause 28, a BPAY biller may set limits on the amount of a BPAY Payment to that biller. Some billers will not accept payment from certain accounts (for example, credit card accounts).

31.3 If there is any inconsistency between these Terms and Conditions and the BPAY Scheme terms and conditions, then the BPAY Scheme terms and conditions will apply to the extent of that inconsistency.

31.4 A mistaken or erroneous payment received by a biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

32 Valid payment direction

We will treat any instruction to make a BPAY Payment as authorised by you if, when it is given to us:

(a) your Internet and Phone Banking Security Number and Internet and Phone Banking Access Number are entered, if you make the BPAY Payment by Phone Banking; or

(b) your Internet and Phone Banking Security Number, Internet Banking Password and Internet and Phone Banking Access Number are entered, if you make the BPAY Payment by Internet Banking.

33 Information you must give us

33.1 To instruct us to make a BPAY Payment from your Account, you must give us the following information:

(a) the amount you wish to pay; and

(b) the biller code of the biller you wish to pay (this can be found on your bill); and

(c) your customer reference number (this can be found on accounts or invoices you receive from billers).

33.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the internet).

33.3 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

34 Payments

- 34.1 You may use Internet Banking to direct us to make a BPAY Payment that is a Scheduled Payment from your Account. If you use Internet Banking to schedule making a BPAY Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your Account at a later time. You must ensure that the funds to make the BPAY Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY Payment once you have instructed us to make that payment.
- 34.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account (except for a mistake as to the amount you mean to pay - for those errors see clause 34.6). Clauses 36.2 to 36.4 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 34.3 Subject to clause 39, billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see clause 39) on a Banking Business Day; or
 - (b) on the next Banking Business Day, if you tell us to make the BPAY Payment either after our Payment Cut-Off Time (see clause 39) on a Banking Business Day or on a non-Banking Business Day.
- 34.4 A delay might occur in the processing of a BPAY Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment; or
 - (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day; or
 - (c) another Financial Institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or

(d) a biller fails to comply with its obligations under the BPAY Scheme.

34.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 34.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

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

(a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or

(b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

35 BPAY View

35.1 You may register to use BPAY View. You can register for BPAY View at our website: stgeorge.com.au

35.2 If you register with BPAY View, whilst you are registered you:

(a) agree to our disclosing to billers nominated by you:

(i) such of your personal information (for example

your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and

(ii) that an event in clause 35.3 (b), (c), (d), (e) or (f) has occurred; and

(b) agree to us or a biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement; and

(c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. Whilst you are registered, you may receive a paper bill or statement from the biller only in the circumstances set out in clause 35.3. For the purposes of this clause, we are the agent for each biller nominated by you under (a) above; and

(d) agree to direct to a biller any enquiry relating to a bill you receive electronically from that biller; and

(e) agree that the BPAY View terms in these Terms and Conditions apply to you.

- 35.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:
- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form); or
 - (b) if you or a biller de-register from BPAY View or you no longer have an EFT Account with us; or
 - (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement; or
 - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered; or
 - (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason; or
 - (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.
- 35.4 You agree that when using BPAY View:
- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you; and
 - (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
 - (ii) at our Internet Banking website; and
 - (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not; and
 - (d) you will contact the biller direct if you have any queries in relation to bills or statements.
- 35.5 You must:
- (a) check your emails or our Internet Banking website at least weekly; and
 - (b) tell us if your contact details (including email address) change; and
 - (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason; and

- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

36 Liability for mistaken payments, unauthorised transactions and fraud

36.1 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

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

36.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 36.3 to 36.5. If the ePayments Code applies to your Account and a BPAY Payment is made on your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clauses 29.10 to 29.16. Otherwise, except as set out in clauses 36.3 to 36.5 and clause 42 and subject to

clause 23.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

36.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

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

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

- 36.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 36.6 If a BPAY Payment you have made falls within the type described in clause 28.8 and also clauses 36.7 or 36.8 and subject to clause 23.1, then we will apply the principles stated in clause 36.4.
- 36.7 If a BPAY Payment you have made falls within both the types described in clauses 36.3 and 36.5, then we will apply the principles stated in clause 36.5.
- 36.8 Except where a BPAY Payment is a mistaken payment referred to in clause 36.3, an unauthorised payment referred to in clause 36.4, or a fraudulent payment referred to in clause 36.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.
- 36.9 Your obligation under clauses 36.3 and 36.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 42.
- 36.10 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under this Section E; or
 - (b) acted negligently or fraudulently in connection with these Terms and Conditions.
- 36.11 If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY Payment, consenting to us obtaining from the biller information about your account with that biller.
- 37 BPAY View billing errors**
- 37.1 For the purposes of clauses 37.2 and 37.3, a BPAY View billing error means any of the following:
- (a) if you have successfully registered with BPAY View:
 - (i) failure to give you a bill (other than because you failed to view an available bill); or
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time); or

- (iii) giving a bill to the wrong person; or
 - (iv) giving a bill with incorrect details; or
 - (b) if your BPAY View deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.
- 37.2 You agree that if a BPAY View billing error occurs:
- (a) immediately upon becoming aware of the BPAY View billing error, you must take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
 - (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the BPAY View billing error.
- 37.3 You agree that for the purposes of this clause you are responsible for a BPAY View billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

38 Suspension

We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

39 Payment Cut-off time

If you tell us to make a payment before the time specified, it will in most cases be treated as having been made on the same day.

Cut-off time: 7 days per week: 5.30pm (Sydney Time)
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However, if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details, the payment may take longer to be credited to a biller.

40 When a biller cannot process your payment

If we are informed that your payment cannot be processed by a biller, we will:

- (a) inform you of this; and
- (b) credit your Account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that biller as quickly as possible.

41 Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

42 Consequential damage

42.1 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 or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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

43 Privacy

43.1 In addition to clause 35.2, you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's Financial Institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the biller that received the payment and the biller to whom you intended to make the payment or the Financial Institution of either or both billers; and

(c) that an event in clause 35.3 (b), (c), (d), (e) or (f) has occurred.

- 43.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this clause as necessary.
- 43.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details (see clause 1).
- 43.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or for you to use BPAY View.

Section F - Terms and Conditions that apply to Direct Credits

44 Direct Credits

- 44.1 Direct credits are automatic deposits of funds into your Account. You may arrange for an automatic savings plan or, if you are a superannuation fund trustee, arrange for additional superannuation contributions to be credited direct to your Account and change those arrangements. You do not need to make any of those direct credit arrangements with us.
- 44.2 We are not liable for any payments which you expect to receive, but which you do not receive.
- 44.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

Section G - Terms and Conditions that apply to Direct Debits

45 Direct Debits

45.1 You may have direct debits made from your Account.

45.2 You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Account.

If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Account.

45.3 We may decide not to make a direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money.

45.4 If we decide not to make the payment for this reason, we may still charge you a fee. Please refer to Section J.

From time to time, we may allow you to overdraw your Account. We have no obligation to do so.

45.5 If we decide not to make the payment because there are not enough cleared funds in the Account or if we decide to make the payment and overdraw Account, we may charge a special service fee.

Please refer to Section J of this booklet. If the payment overdraws the Account, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to

time. You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

45.6 We do not have to inform you if a direct debit is not made.

45.7 If you request more than one direct debit, we will determine the order in which they are paid.

45.8 If your Account is closed, you agree to notify in writing all payees whom you have authorised to make direct debits on your Account. If you do not notify all payees, we may continue to pay amounts drawn by the payee under the direct debit authority you gave the payee and debit those amounts to another account in your name.

45.9 If your Account is closed, you authorise us to debit any outstanding transaction amounts on your Account to any other account in your name.

45.10 If a direct debit is due to be made on a day that is not a banking Business Day, we make the direct debit on the next banking Business Day.

45.11 We will take and promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting the funds from your Account about such a complaint.

Section H - Terms and Conditions relating to the operation of the 360 Online Account by your Adviser

46 Access Levels

- 46.1 If you give full access to your Adviser and their employees, agents and consultants, they are authorised to operate the Account on your behalf, including effecting withdrawals, deposits, transfers and other operations by electronic means.
- 46.2 We are:
- (a) authorised to act upon all instructions which appear to have been properly created and sent by your Adviser, their employees, agents and consultants; and
 - (b) not in any way liable to you for effecting transactions in accordance with those instructions; and
 - (c) under no duty to make any enquiry whatsoever as to whether those instructions have in fact been issued by you or with your authority to your Adviser; and
 - (d) not liable to you if we act on instructions which are the result of forgery, fraud or error or are given in excess of the authority of your Adviser or their employees, agents and consultants.
- 46.3 Subject to your rights and our obligations under the ePayments Code, all instructions shall have been deemed to have been properly issued by your Adviser, its employees, agents and consultants if the correct procedure prescribed by us has been used in operating Account.
- 46.4 We are not obliged to act upon any instructions which appear, in our opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule or direction, or in circumstances which we deem inadvisable to effect such payments.
- 46.5 Subject to your rights and our obligations under the ePayments Code, you acknowledge that we may act, or decline to act, on any deposit or other instruction at our discretion and that we will be under no liability to you by reason of any act or omission whether or not negligent and whether or not pursuant to your request.
- 46.6 If you have given your Adviser View Only Access, your Adviser can view your Account details but not transact on your Account.
- 47 Liability for loss as a result of a share transaction not proceeding**
- You acknowledge that we will not be held liable for any loss you may incur as a result of any transaction not proceeding due to the dishonour of drawings on

your Account, or as a result of us acting in accordance with the terms and conditions that apply to your Account.

48 Access to financial records

48.1 Your Adviser and their employees, agents and consultants will have access to your personal financial records in respect of your Account and you authorise us to provide such access.

48.2 We have no liability for providing access under clause 48.1 or for any use to which the information is put.

49 Relationship between us and your Adviser

49.1 You acknowledge that we are not an agent for your Adviser and your Adviser is not our agent.

49.2 Your Adviser has no authority to bind us and we have no liability or responsibility for acts or representations of your Adviser.

49.3 We may pay commission to your Adviser. Any commission is calculated as a variable or fixed percentage of the daily balances on your Account.

49.4 Nothing in this Section H limits any non-excludable rights that you may have under any statute or ePayments Code.

Section I – General Descriptive Information

50 General Descriptive Information

The following general banking information is for the guidance of our customers. It is not a complete statement of the matters it deals with.

Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, you may obtain by calling St.George on 1300 786 379 8.30am to 5pm (Sydney Time), Monday to Friday – general information on:

- account opening procedures;
- dispute handling procedures;
- bank cheques;
- cheques and cheque clearing;
- EFT channels;
- informing us promptly if you are having financial difficulty;
- current interest rates, fees and charges that apply to accounts other than your Account.

51 Read this booklet

We recommend that you read these terms and conditions and the current version of the Account's Interest Rate Schedule before you enter into the relevant contract to open an Account and obtain Internet and Phone Banking.

52 Tax File Numbers and Australian Business Numbers

Each time you open an Account that earns interest, you will be asked if you wish to provide your Tax File Number (TFN) or Australian Business Number (ABN). That is because Accounts earning interest are subject to the A New Tax System (Pay As You Go) Act 1999.

You can provide your company or business TFN when you open the Account or at any other time. An ABN may be provided as an alternative to your TFN.

For Accounts in trust for someone else (such as a family trust) you should quote your own TFN or ABN. If, on the other hand, a formal trust has been established, you can quote the trust's TFN.

What happens if I don't provide my TFN or ABN?

Providing us with your TFN or ABN is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate plus the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata. Any type of bank account or investment that pays interest, dividends or unit trust distributions is affected by this legislation.

When don't I need to provide a Tax File Number or ABN?

Certain people are permitted to claim an exemption from quoting their number, and withholding tax will not be deducted. If you wish to claim an exemption you will need to tell us the type of exemption you are claiming. Those eligible include customers opening special Accounts where the income earned does not accrue to the person named as the Account holder.

No tax advice given

The information on TFNs and ABNs in this Section I does not constitute tax advice and is based on current tax laws and their interpretation.

Will we disclose any information to the Australian Taxation Office about my Accounts?

We are required to report details of interest and dividend income earned, withholding tax deducted and TFNs and ABNs quoted on an Account, to the Australian Taxation Office annually. The collection of TFNs and their use and disclosure are strictly regulated by the Privacy Act 1988.

53 Privacy

We handle your personal information in accordance with the privacy statement in the application form for the product or

service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by asking at any St.George branch or by calling 133 800. Our privacy policy is also available by visiting our website stgeorge.com.au

54 **Combination and Set-Off**

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different branches.

This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

Under the Code of Banking Practice, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

55 **Joint Accounts**

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

The signing authority for the Account is any Account holder or Authorised Signatory to sign (that is, operate on the Account). However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint holders.

56 Cheques

What is a cheque?

A cheque is a written order to a Financial Institution to pay a sum of money on demand. Financial Institutions provide cheque forms and generally insist on the use of these forms.

Time taken for clearing a cheque

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the Financial Institution on which the cheque is drawn (the two Financial Institutions could be the same); and
- (c) third, that Financial Institution will pay the proceeds of the cheque to us. Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to “cash”.

How a cheque may be specially cleared

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the Financial Institution where the cheque account is held (including a possible courier charge). Please refer to Section J for applicable fees and charges.

Section J - Charges for Special Services

All fees and charges for the following special services are debited to your Account at the time the transaction occurs.

57 Payment Services

Payment Services	
Payment honour fee/unauthorised excess fee	\$9.00 per day
Returned cheque charge	\$9.00 per item
Inward dishonour (Items dishonoured by drawee branch on each presentation)	\$9.00 per item
Re-presentation of dishonoured cheque (on a collection basis) and clean bills Each re-presentation	\$20.00
Certificate of balance of Account	\$16.00 per certificate
Certificate of interest paid or received	\$16.00 per certificate
Audit certificate	\$65.00 per hour or part thereof
Interest recalculation fee (customer request)	\$20.00 per recalculation
Special clearance of cheques at customer's request	\$16.00 per cheque
Telegraphic, telephone or mail advice of fate requested	Each item \$12.00 plus cost of message
Amendment to payment details on a telegraphic transfer (Internet Banking only)	\$15.00 per amendment
Collection of cheques not lodged for credit to an Account	\$20.00 each
Transfer (deposits) to Accounts at another Financial Institution	\$5.40 per transfer
Real Time Gross Settlement (RTGS)	\$35.00 per settlement
Trace on RTGS	\$27.00 per trace
Inward RTGS	NIL

Stop payment of cheque	
Stopping payment on a cheque at your request (staff assisted) - Single or multiple items	\$15.00
Stopping a payment on a cheque through Internet and Phone Banking (single or multiple items)	\$8.00

Bank Cheques	
Bank cheque (staff assisted) purchase	\$10.00 per cheque
Bank cheque via St. George Internet banking	\$6.00 per cheque
Bank cheque repurchase fee	\$15.00 per cheque
Bank cheque replacement fee	\$25.00 per cheque

Statements	
Multiple statement fee (for statements printed and issued simultaneously with the original)	\$3.00 per statement
Duplicate account statement (charge per statement cycle period)	
- Mailed (requested through phone and Internet banking)	\$4.00 per statement
- Faxed (requested through phone banking)	\$4.00 per statement
- Staff assisted	\$7.50 per statement

Coin Handling	
Unsorted bulk coins	6% of total amount
Change supplied	\$0.50 per bag/roll (minimum \$2.00)

Voucher Enquiry Fee (includes photocopying)	
Cheques	\$15.00 per cheque
Copy of deposit or withdrawal slip	\$15.00 per copy
Copy of personal or bank cheque after it has been presented (staff assisted)	\$15.00 per copy
Copy of personal cheque via Phone and Internet Banking	\$15.00 per copy
Voucher held for inspection fee	\$20.00 per 100 Vouchers + out-of-pocket expenses
Trace of an item after it has been presented (cheque copy must be obtained first)	\$35.00 per item

Photocopies	
General photocopying	\$5.00 per sheet

Periodical Payments	
Payment to St.George Accounts	Free
Payment to another Australian bank	\$4.00 per payment
Periodical payment/Direct debit dishonour fee	\$9.00 per item
Periodical payment deferment fee	\$9.00 per item

Opening an Account	
Search fee	\$50.00
<p>A search fee applies to all businesses, trading names or companies opening an Account or to confirm any changes in name, directorship or structure. The fee is charged unless the Account holder can provide a current search (less than 1 month old). Where multiple searches are required, then the fee is charged per search.</p>	

58 Overseas Services

Bank Drafts Issued	
Issue of Bank Draft (regardless of currency or amount)	\$25.00 per item
Replacement/stop payment/amendment/refund of bank draft (additional overseas bank charges may apply)	\$38.00 per item
Repurchase (when bank draft is presented over-the-counter)	\$20.00 per item
Advise of fate/trace (plus overseas bank charges)	\$27.00 per item

Foreign Items Purchased	
Foreign currency cheque negotiated (funds on hold for 20 business days)	
- Single lodgement	\$10.50
- Multiple lodgement (per item)	\$5.40
Foreign item cheque dishonour fee (plus overseas bank charges)	\$32.50 per item
Foreign bills for collection (plus overseas bank charges)	\$40.00 per item
Inward bills for collection (items received from overseas bank for collection)	\$40.00 per item

Foreign currency	
Foreign note sales	1.09% of AUD amount (minimum \$10.00 per transaction)
Encashment of foreign currency notes	\$10.00 per transaction

Telegraphic transfers	
Inward telegraphic transfer (\$A received or foreign currency received and converted to \$A, plus overseas bank charges). - Credited to an account with St.George - Paid to another Financial Institution	\$15.00 per transfer \$38.00 per transfer
Overseas telegraphic transfer (plus overseas bank charges) - staff assisted - via Internet Banking	\$32.00 per transfer \$20.00 per transfer
Amendment to payment details (plus overseas bank charges) - staff assisted - where telegraphic transfer was purchased via Internet Banking	\$21.00 per transfer \$15.00 per transfer
Cancellation and return of funds (plus overseas bank charges) - staff assisted - via Internet Banking	\$32.00 per transfer \$25.00 per transfer
Trace on telegraphic transfer (plus overseas bank charges) - staff assisted - via Internet Banking	\$27.00 per transfer \$25.00 per transfer

Travellers cheques	
Issue of Australian dollar travellers cheques	1.09% of purchase value of cheques (minimum \$12.00)
Issue of foreign currency travellers cheques	1.09% of Australian dollar purchase value (minimum \$12.00)
Encashments of Australian dollar travellers cheques	\$10.00* per transaction
Encashment of foreign currency travellers cheques (per currency)	\$10.00* per transaction

**Fee does not apply when deposited directly into a St. George Account.*

59 Other Charges

Garnishee fee	
Supreme Court	\$20.50 per item
District Court	\$20.50 per item
Local Court	\$14.00 per item
Verification of signature by fax	\$5.40 per request
Miscellaneous service fee	\$65.00 per hour (minimum \$32.50)
Courier deliveries when requested by customers	At cost

Fees applicable to Privacy Access Requests	
Name/address personal details	Nil
Card personal details	Nil
Account information	Any one category = \$15.00
Loan credit information details	Any two categories = \$30.00
Personal correspondence details	Combination of three or more categories = \$45.00 (the maximum fee for an Access Request)

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Important

For General Customer Enquiries, please call us on **1300 786 379**, 8.30am to 5pm (Sydney Time), Monday to Friday.

Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

Senior Manager, Customer Relations

Locked Bag 1

Kogarah NSW 1485

Telephone (metro): **02 9553 5173**

Telephone (non-metro): **1800 804 728**

After this, if the matter is still not resolved to your satisfaction contact:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: **1300 780 808**

Website: www.fos.org.au

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ST20268 05/14

