



# **NOVA CREDIT UNION ACCOUNT & ACCESS FACILITY Product Disclosure Statement Containing Conditions of Use**

This document must be read together with the Summary of Accounts & Availability of Access Facilities brochure and the Fees & Charges and Transaction Limits brochure. Together these brochures form the Product Disclosure Statement for the Nova Credit Union Account and Access Facility.

This PDS was prepared on 5 December 2003.

This PDS takes effect on 1 March 2004.

Revised 1 June 2010

The Nova Credit Union Account and Access Facility is issued by:  
Nova Credit Union Limited  
ABN 40 087 650 440  
Australian Financial Services Licence 240918

**Please note that by opening an account or using an access facility you become bound by these conditions of use.**

Please keep this PDS in a safe place so you can refer to it when needed. Alternatively, you can obtain information set out in this document [and download this document] by visiting our website at [www.novacu.com.au](http://www.novacu.com.au).

## HOW TO CONTACT US

Visit us at any of our branches – visit our website at [www.novacu.com.au](http://www.novacu.com.au) for our branch details



Phone us on (02) 4926 1428

Write to us at

P0 Box 789 Newcastle NSW 2300



Fax us on (02) 4929 4751



**To report the loss, theft or unauthorised use of your Redicard call the Redicard Hotline on 1800 224 004, 24 hours a day, everyday. Please also contact us to report the loss, theft or unauthorised use.**

**To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in How to Contact Us.**

## CODES OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct where that Code applies.

The Credit Union Code of Practice will apply to you if you are an individual or small business.

*Please note that you can obtain a copy of the Mutual Banking Code of Practice on request or download it from our website [www.novacu.com.au](http://www.novacu.com.au).*

## PRIVACY

We have a privacy information statement that sets out:

- our obligations regarding the confidentiality of your personal information; and
- how we manage your personal information.

We will give you the privacy information statement whenever we request personal information from you. It is always available on request.

## FINANCIAL DIFFICULTY

If you ever experience financial difficulty you should inform us promptly. The earlier you do so the sooner we can assist you with your difficulties

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**ACCOUNT OPERATIONS**

**WHAT IS THE NOVA CREDIT UNION ACCOUNT AND ACCESS FACILITY?**

The Nova Credit Union Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as facilities for accessing these accounts, including:

- Redicard
- member chequing
- BPAY® (registered to BPay Pty Ltd ABN 69 079 137 518)
- telephone and internet banking
- EFTPOS and ATM access
- direct deposit requests.

Please refer to the *Summary of Accounts & Availability of Access Facilities* brochure for available account types, the conditions applying to each account type and the access methods attaching to each account type.

**HOW DO I OPEN AN ACCOUNT?**

**By Becoming a Member**

You will need to become a member of the Credit Union before we can issue the Nova Credit Union Account and Access Facility to you. To become a member, you will need to:

- complete a membership application form; and
- subscribe for a member share in the Credit Union.

The member share is a redeemable preference share. This means that, when you resign your membership of the Credit Union, we refund you the subscription price. Please note that your member share is not transferable.

You must subscribe for membership in the same name as the account you wish to open. However, you can open an account jointly with another person, so long as you are both members of the Credit Union.

**Provide Proof of Identity**

The law requires us to verify your identity when you open an account or when you become a signatory to an account.

If you are over 18 you can prove your identity by bringing one document from list A OR 1 document from list B and 1 document from list C.

**Lists A, B & C**

<p><b>List A - Primary Photographic Identification Documents</b></p>	<ul style="list-style-type: none"> <li>• photo driver's licence issued by a State or Territory or foreign government</li> <li>• photo ID proof of age card issued by a State or Territory</li> <li>• current passport (or expired within last 2 years) issued by the Commonwealth</li> <li>• passport, with photo of the person, issued by a foreign government, the United Nations, or a UN agency - if not in English - accompanied by an English translation prepare by an accredited translator <small>See Note</small></li> <li>• national ID card, with photo and signature of the person, issued by a foreign government, the United Nations, or a UN agency - if not in English - accompanied by an English translation prepare by an accredited translator</li> </ul>
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<b>List B – Non- photographic Identification Documents</b>	<ul style="list-style-type: none"> <li>• birth certificate issued by a state or territory</li> <li>• birth extract issued by a state or territory</li> <li>• citizenship certificate issued by the Commonwealth</li> <li>• pension card issued by Centrelink</li> <li>• birth certificate issued by a foreign government or the UN - if not in English - accompanied by an English translation prepare by an accredited translator</li> <li>• citizenship certificate issued by a foreign government - if not in English - accompanied by an English translation prepare by an accredited translator</li> </ul>
<b>List C – Secondary Identification Documents</b>	<ul style="list-style-type: none"> <li>• a notice that:</li> <li>• was issued to an individual by the Commonwealth, a State or Territory within the preceding twelve months;</li> <li>• contains the name of the individual and his or her residential address; and</li> <li>• records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory (as the case may be);</li> <li>• a notice that:</li> <li>• was issued to an individual by the Australian Taxation Office within the preceding 12 months;</li> <li>• contains the name of the individual and his or her residential address; and</li> <li>• records a debt payable to or by the individual by or to (respectively) the Commonwealth under a Commonwealth law relating to taxation;</li> <li>• a notice that:</li> <li>• was issued to an individual by a local government body or utilities provider within the preceding three months;</li> <li>• contains the name of the individual and his or her residential address; and</li> <li>• records the provision of services by that local government body or utilities provider to that address or to that person.</li> <li>• a notice that:</li> <li>• was issued to a minor by a School principal within the last 3 months</li> <li>• contains the name of the minor and their residential address; and</li> <li>• records the period of time the minor attended the school</li> </ul>

Identification of an individual under 18 years

- Birth certificate or extract

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

If you change your name, for example, upon marriage, you will need to give us a change of name statement. We will give you guidance on how to go about this.

#### **WHAT ACCOUNTS CAN I OPEN?**

When we issue you with the Nova Credit Union Account and Access Facility, you have access to the SI Access Account. You can then activate other accounts as needed. But first check the *Summary of Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

#### **WHAT FEES AND CHARGES ARE THERE?**

Please refer to the *Fees & Charges and Transaction Limits* brochure for our current fees and charges, including government fees and charges. We can vary fees or charges from time to time. Please see Changing Fees, Charges, Interest Rates and Other Information on page 10 for details of how and when we must notify you of these changes.

We will also debit your primary operating account for all applicable government taxes and charges.

#### **WHAT INTEREST CAN I EARN ON MY ACCOUNT?**

Please refer to our Interest Rates brochure for the current deposit and savings interest rates payable.

We calculate interest on the closing daily credit balance of your account, unless otherwise indicated in

the *Summary of Accounts & Availability of Access Facilities* brochure. We may vary deposit or savings interest rates from time to time. However, interest rates on term deposits remain fixed for the agreed term of the deposit. You can obtain information about current deposit and savings interest rates from us at any time or by visiting our website

### **WHAT ARE THE TAXATION CONSEQUENCES?**

Interest earned on an account is income and may be subject to income tax.

When you apply for the Nova Credit Union Account and Access Facility we will ask you for your Tax File Number or exemption. We apply your Tax File Number to each account in the Nova Credit Union Account and Access Facility. You are not obliged to disclose your Tax File Number to us. However, if you do not, we are obliged to deduct withholding tax from any interest you earn at the highest marginal rate.

For a joint account, all holders must quote their Tax File Numbers and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the joint account.

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

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

For business accounts and charities, you need only quote your ABN instead of your Tax File Number.

### **JOINT ACCOUNTS**

A joint account is an account in the name of more than one person. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account;
- joint liability – each joint holder is individually liable for the full amount owing on the joint account.

You can operate a joint account on an 'all to sign' or 'either/or to sign' basis:

- 'all to sign' means all joint holders must sign withdrawal forms, cheques, etc;
- 'either/or to sign' means any one joint holder can sign withdrawal slips, cheques, etc.

All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis. However, any one joint account holder can cancel this arrangement, making it 'all to sign'.

### **TRUST ACCOUNTS**

You can open an account as a trust account. However:

- we are not taken to be aware of the terms of the trust; or
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

### **THIRD PARTY ACCESS**

You can authorise us at any time to allow another person to operate on your accounts. However, we will need to verify this person's identity before they can access your account.

An authorised person operates on all the accounts you have access to under the Credit Union Account. You are responsible for all transactions your authorised person carries out on your account.

**You should ensure that the person you authorise to operate on your account is a person you trust fully.**

You may revoke the authorised person's authority at any time by giving us written notice.

### **MAKING DEPOSITS TO THE ACCOUNT**

You can make deposits to the account:

- by cash or cheque at our office [or any branch]
- by direct credit eg from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- by transfer from another account with us
- by transfer from another financial institution

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use: Section 7, on page 18.

### **DEPOSITING CHEQUES**

You can only access the proceeds of a cheque when it has cleared. This usually takes 3 business days. However, you can ask us for a special clearance for which we may charge a fee.

### **WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT**

You can make withdrawals from the account:

- over the counter at our office [or any branch]
- by direct debit
- by member cheque, if your account is linked to a member cheque book
- via telephone or internet banking
- via BPAY<sup>®</sup> to make a payment to a biller
- at selected ATMs, if your account is linked to a Redicard
- via selected EFTPOS terminals, if your account is linked to a Redicard (note that merchants may impose restrictions on withdrawing cash)

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

### **DEBITING TRANSACTIONS GENERALLY**

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

### **OVER THE COUNTER WITHDRAWALS**

Generally, you can make over-the-counter withdrawals in cash or by buying a Credit Union corporate cheque. Please check:

- the *Summary of Accounts & Availability of Access Facilities* brochure for any restrictions on withdrawals applying to certain accounts;
- the *Fees & Charges and Transaction Limits* brochure for any applicable daily cash withdrawal limits or other transaction limits.

### **WITHDRAWALS USING OUR CORPORATE CHEQUES**

This is a cheque the Credit Union draws payable to the person you nominate. You can purchase a corporate cheque from us for a fee: see the *Fees & Charges and Transaction Limits* brochure.



If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you need help.

### **OVERDRAWING AN ACCOUNT**

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and EFT transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Fees & Charges and Transaction Limits* brochure.

Alternatively, we can honour the transaction and overdraw your account. We will charge you:

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for each day (or part of a day) your account is overdrawn: see the: *Fees & Charges and Transaction Limits* brochure.

'Cleared funds' means the proceeds of cheque deposited to your account, once the cheque is cleared, cash deposits and direct credits.

### **ACCOUNT STATEMENTS**

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Fees & Charges and Transaction Limits* brochure.

You should check your account statement as soon as you receive it. Immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* on page 2 for our contact details.

### **WHAT HAPPENS IF I CHANGE MY NAME OR ADDRESS?**

If you change your name or address, please let us know immediately.

### **DORMANT ACCOUNTS**

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply we will treat your account as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee;
- stop paying interest or reduce the amount of interest.

If your account remains dormant for 7 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money.

### **ACCOUNT COMBINATION**

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

On termination of your membership, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.



We can:

- close the Nova Credit Union Account and Access Facility in our absolute discretion by giving you reasonable notices and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach the conditions of use for the Nova Credit Union Account and Access Facility, as set out in this PDS.

#### **NOTICES & ELECTRONIC COMMUNICATION**

We may send you notices and statements:

- by post, to the address recorded in our membership records or to a mailing address you nominate;
- by fax;
- by email.

We will only use fax or email if the law permits and you have nominated a fax number or electronic address for this purpose. We may also send you notices and statements by some other way that you have agreed to.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website for you to retrieve. However, we have to tell you promptly, via email, that the information is available for you to retrieve.

You can vary your nominated email address at any time or cancel arrangements to receive notices or statements by email or by retrieval from our website.

#### **COMPLAINTS**

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We have a dispute resolution system to deal with any complaints you may have in relation to The Nova Credit Union Account and Access Facility or transactions on the account. Our dispute resolution policy requires us to deal with any complaint efficiently, speedily and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond speedily, you may refer the complaint to our external dispute resolution centre.

If you want to make a complaint, contact our staff at any branch and tell them that you want to make a complaint. Our staff have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

#### **MEMBER CHEQUING**

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##### **MEMBER CHEQUING**

Member chequing is a facility which allows you to make payments by cheque. Under our member chequing facility, we issue you with a cheque book and authorise you to draw cheques on our account at the National Australia Bank. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct the National Australia Bank to dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest or fees. Please refer to the section Overdrawing An Account on page 9.

We may not give you access to member chequing if your banking history with the Credit Union is not satisfactory, or if you are under 18.

**CHEQUE SECURITY**

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

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

*Example of 'not negotiable' crossing:*

<b>NOVA CREDIT UNION LIMITED</b>	not negotiable	Date:
Pay <i>Fred Smith</i> -----		----- or bearer
The sum of <i>Three hundred dollars Only</i> -----		----- \$300.00
		----- Signature

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

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

*Example of 'account payee' crossing:*

<b>NOVA CREDIT UNION LIMITED</b>	account payee	Date:
Pay <i>Fred Smith</i> -----	only	----- or bearer
The sum of <i>Three hundred dollars Only</i> -----		----- \$300.00
		----- Signature

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

**Deleting 'or bearer' on the cheque**

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

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

You can stop payment on a cheque by:

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

You must, of course, do this before your Credit Union has paid the cheque.

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

When filling in a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- draw a line from the end of the person's name to the beginning of the printed words 'or bearer';
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- draw a line from the end of the amount in words to the printed '\$';
- start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers;
- always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

*Example:*

<b>NOVA CREDIT UNION LIMITED</b>	Date:
Pay <i>Fred Smith</i> -----	or bearer
The sum of <i>Three hundred dollars Only</i> -----	\$300.00
	Signature

**When can we dishonour or not pay on your cheque?**

We can dishonour your cheque or not pay on it if:

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

**DIRECT DEBIT**

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

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us we will promptly process your instruction to cancel the biller's authority. However, we suggest that you also contact the biller.

If you believe a direct debit initiated by a biller is wrong you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

You can also provide us with direct debit instructions yourself to make periodical payments from your account. You must give us at least 3 business days' notice in writing to stop any direct debit you have instructed us to make.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

## EFT ACCESS FACILITIES & EFT CONDITIONS OF USE

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### Section 1. INTRODUCTION AND DESCRIPTION OF EFT ACCESS FACILITIES

Our EFT access facilities are:

- ι Redicard
- ι Internet Banking (MyViewpoint)
- ι BPAY<sup>®</sup>
- ι Telephone Banking (Novalink)

You can access an account using any of the EFT access facilities applicable to the account. Please refer to:

- ι the *Summary of Accounts & Availability of Access Facilities* brochure for the EFT access facilities available for each account type;
- ι the *Fees & Charges and Transaction Limits* brochure for fees and charges in relation to EFT access facilities and transactions.

The EFT Conditions of Use govern all EFT transactions made using any one of our EFT access facilities, listed above.

#### **Redicard**

Redicard allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the Redicard logo. We will provide you with a PIN to use with your Redicard. Redicard allows you to:

- ι check your account balances;
- ι withdraw cash from your account;
- ι transfer money between accounts

We may choose not to give you a Redicard if you are under 16.

#### **BPAY<sup>®</sup>**

BPAY<sup>®</sup> allows you to pay bills bearing the BPAY<sup>®</sup> logo, through either telephone or internet banking.

#### **Telephone and Internet Banking**

Telephone and internet banking gives you remote access to your account that allows you to obtain information about your account, to transfer money between accounts, to make BPAY<sup>®</sup> payments and to transfer money to accounts at other financial institutions

### **Important Information You Need To Know Before Using Any EFT Access Facility**

**Before you use any EFT Access Facility you should:**

- ι **familiarise yourself with your obligations to keep your access card, PINs, secret codes and passwords secure;**
- ι **familiarise yourself with the steps you have to take to report loss or theft of your Redicard or to report unauthorised use of your Redicard, BPAY<sup>®</sup> or telephone or internet banking;**
- ι **check your statements regularly for any unauthorised use.**
- ι **ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and URL addresses contained in**

the *How to Contact Us* section of this PDS at page 2.

- 1 **ALWAYS REJECT** any request to provide or to confirm details of your PIN, secret code or password. We will **NEVER** ask you to provide us with these details.

**If you fail to ensure the security of your access card, PIN, secret code or passwords, you may increase your liability for unauthorised transaction.**

## Section 2. DEFINITIONS

In these EFT Conditions of Use:

- (a) **“access method”** means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:
  - 1 in the case of internet banking or telephone banking – any combination of your membership number, secret code or password and PIN;
  - 1 in the case of BPAY<sup>®</sup> - any combination of your account number, secret code or password;
  - 1 in the case of Redicard - your Redicard and PIN used at an EFT terminal;
- (b) **“BPAY<sup>®</sup>”** means the electronic payment scheme called BPAY<sup>®</sup> operated in co-operation between Australia financial institutions, which enables you to effect bill payments to billers who participate in BPAY<sup>®</sup>, either via telephone or internet access or any other access method as approved by us from time to time;
- (c) **“business day”** means any day on which we are open for business;
- (d) **“EFT terminal”** means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Redicard and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);
- (e) **“EFT transaction”** means an electronic funds transfer to or from your account using an access method and includes transactions carried out by means of:
  - 1 Redicard
  - 1 BPAY<sup>®</sup>
  - 1 Internet Banking
  - 1 Telephone Banking
- (f) **“home banking system”** means our system for providing internet banking or telephone banking;
- (g) **“internet banking”** means a service we provide from time to time through our internet site which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (h) **“internet site”** means our site at:  
[www.novacu.com.au](http://www.novacu.com.au)
- (i) **“telephone banking”** means a service we offer from time to time through a telephone communication network which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;
- (j) **“we”, “us” or “our”** means Nova Credit Union Limited;
- (k) **“you”** means:
  - 1 the person or persons in whose name the Nova Credit Union Account and Access Facility is held;
  - 1 any third party you nominate to operate on the Nova Credit Union Account and Access Facility; and
  - 1 any person you authorise us to issue a Redicard to.



### **Section 3. SECURITY OF CARDS, PINs, SECRET CODES & PASSWORDS**

1. **The security of your access cards, PINs, secret codes and passwords is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN, secret code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.**

**You must not tell or show the PIN, secret code or password to another person.**

**You must take care to prevent another person, including your family and friends, from seeing you enter your PIN, secret code or password.**

**You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do use an obvious PIN, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the PIN, secret code or password before you notify us that the PIN, secret code or password has been misused or has become known to someone else.**

**You must not record the PIN, secret code or password on any other part of your access method or keep a record of the PIN, secret code or password on anything which is kept with or near any other part of your access method unless reasonable steps have been taken to carefully disguise the PIN, secret code or password or to prevent unauthorised access to that record.**

**You must not act with extreme carelessness in failing to protect the security of the PIN, secret code or password.**

### **Section 4. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF YOUR REDICARD OR PIN**

1. **If you believe your Redicard has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours or the Redicard HOTLINE at any time.**

**You must provide the following information when notifying us or the Redicard HOTLINE:**

- (a) the Redicard number;
- (b) the name of your Credit Union; and
- (c) any other personal information you are asked to provide to assist in identifying you and the Redicard .

**We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.**

**After contacting the Redicard HOTLINE, you should confirm the loss or theft as soon as possible at our office.**

**The Redicard HOTLINE is available 24 hours a day, 7 days a week.**

**If the Redicard HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the Redicard HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.**

### **Section 5. HOW TO REPORT UNAUTHORISED USE OF TELEPHONE OR INTERNET BANKING**

1. **If you believe that your access method used for BPAY<sup>®</sup> or home banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately.**

*Please refer to How to Contact Us on page 2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.*

**If you believe an unauthorised EFT transaction has been made via BPAY<sup>®</sup> or home banking and your access method uses a PIN, secret code or password, you should change that PIN, secret code or password.**

## **Section 6. EFT TRANSACTION LIMITS**

1. We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. These transaction limits are set out in the *Fees & Charges and Transaction Limits* brochure.

*Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.*

We may also require you to apply for new transaction limits if you change any password or secret code in an access method. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

## **Section 7. PROCESSING EFT TRANSACTIONS**

1. We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT transactions to or from your account in accordance with your instructions when the appropriate access method is used.

If you close your account before an EFT transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT transaction.

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

You acknowledge and agree that:

- (a) we have the right to deny authorisation for any EFT transaction for any reasons; and
- (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our refusal.

## **Section 8. USING TELEPHONE BANKING AND INTERNET BANKING**

1. We will tell you from time to time:

- (a) what services are available using telephone banking or internet banking;
- (b) which of your accounts you can access using telephone banking or internet banking.

We cannot effect your telephone banking or internet banking instructions if you do not give us all the specified information or if you give us inaccurate information.

If you instruct us to make more than one payment from your account, we will determine the order of making the payments.

We do not warrant that:

- (c) the information available to you about your accounts through our home banking service is always up to date;
- (d) you will have 24 hours a day, 7 days per week, access to telephone banking or internet banking.
- (e) data you transmit via telephone banking or internet banking is totally secure.

After you have finished accessing your account using:

- (f) telephone banking, you must ensure that you end the telephone call to our telephone banking service;
- (g) internet banking, you must ensure that you log off from our internet banking service.

## **Section 9. USING BPAY<sup>®</sup>**

1. You can use BPAY<sup>®</sup> to pay bills bearing the BPAY<sup>®</sup> logo from those accounts that have the BPAY<sup>®</sup> facility.

When you tell us to make a BPAY<sup>®</sup> payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

We cannot effect your BPAY<sup>®</sup> instructions if you do not give us all the specified information or if you give us inaccurate information.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

## **Section 10. PROCESSING BPAY<sup>®</sup> PAYMENTS**

1. We will attempt to make sure that your BPAY<sup>®</sup> payments are processed promptly by participants in BPAY<sup>®</sup>, and you must tell us promptly if:
  - (a) you become aware of any delays or mistakes in processing your BPAY<sup>®</sup> payment;
  - (b) you did not authorise a BPAY<sup>®</sup> payment that has been made from your account; or
  - (c) you think that you have been fraudulently induced to make a BPAY<sup>®</sup> payment.

*Please keep a record of the BPAY<sup>®</sup> receipt numbers on the relevant bills.*

A BPAY<sup>®</sup> payment instruction is irrevocable.

Except for future-dated payments you cannot stop a BPAY<sup>®</sup> payment once you have instructed us to make it and we cannot reverse it.

We will treat your BPAY<sup>®</sup> payment instruction as valid if, when you give it to us, you use the correct access method.

You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see Section 10.0) when making a BPAY<sup>®</sup> payment or if you did not authorise a BPAY<sup>®</sup> payment that has been made from your account.

*Please note that you must provide us with written consent addressed to the biller who received that BPAY<sup>®</sup> payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.*

A BPAY<sup>®</sup> payment is treated as received by the biller to whom it is directed:

- (d) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
- (e) otherwise, on the next banking business day after you direct us to make it.

*Please note that the BPAY<sup>®</sup> payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY<sup>®</sup> does not process a BPAY<sup>®</sup> payment as soon as they receive its details.*

Notwithstanding this, a delay may occur processing a BPAY<sup>®</sup> payment if:

- (f) there is a public or bank holiday on the day after you instruct us to make the BPAY<sup>®</sup> payment;
- (g) you tell us to make a BPAY<sup>®</sup> payment on a day which is not a banking business day or after the cut off time on a banking business day; or
- (h) a biller, or another financial institution participating in BPAY<sup>®</sup>, does not comply with its BPAY<sup>®</sup> obligations.

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

- (i) advise you of this;
- (j) credit your account with the amount of the BPAY<sup>®</sup> payment; and
- (k) take all reasonable steps to assist you in making the BPAY<sup>®</sup> payment as quickly as possible.

You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY<sup>®</sup> payment and later discover that:

- (l) the amount you paid was greater than the amount you needed to pay - you must contact the biller to obtain a refund of the excess; or
- (m) the amount you paid was less than the amount you needed to pay - you can make another BPAY<sup>®</sup> payment for the difference between the amount you actually paid and the amount you needed to pay.

If you are responsible for a mistaken BPAY<sup>®</sup> payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## **Section 11. FUTURE-DATED BPAY<sup>®</sup> PAYMENTS**

*Please note that this is an optional facility depending on whether we offer it.*

1. You may arrange BPAY<sup>®</sup> payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:

- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY<sup>®</sup> payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
- (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY<sup>®</sup> payment will not be made and you may be charged a dishonour fee.
- (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- (d) You should contact us if there are any problems with your future-dated payment.
- (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY<sup>®</sup> payment on or after that date.

## **Section 12. CONSEQUENTIAL DAMAGE FOR BPAY<sup>®</sup> PAYMENTS**

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

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

## **Section 13. USING REDICARD**

1. You agree to sign the Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Redicard. You must ensure that any other cardholder you authorise also signs their Redicard immediately upon receiving it and before using it.

We will advise you from time to time:

- (a) what EFT transactions may be performed using the Redicard;
- (b) what EFT terminals of other financial institutions may be used; and
- (c) what the daily cash withdrawal limits are.

*Please refer to the Fees & Charges and Transaction Limits brochure for details of current transaction limits. Also note Section 6 on page 18 that sets out how we can vary daily withdrawal limits from time.*

You may only use your Redicard to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Redicard to access.

The Redicard always remains our property.

## **Section 14. ADDITIONAL REDICARD**

1. You may authorise us, if we agree, to issue an additional Redicard to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).

You will be liable for all transactions carried out by this cardholder.

We will give each additional cardholder a separate PIN.

You must ensure that any additional cardholders protect their Redicard and PIN in the same way as these EFT Conditions of Use require you to protect your Redicard and PIN.

To cancel the additional Redicard you must notify us in writing. However, this cancellation may not be effective until the additional Redicard is returned to us or you have taken all reasonable steps to have the additional Redicard returned to us.

You will not be liable for the continued use of the additional Redicard from the date that you have:

- (a) notified us that you want it cancelled; and
- (b) taken all reasonable steps to have the additional Redicard returned to us.

*Please note that if you are unable to return the additional Redicard to us, we may require you to make a written statement describing the steps you have taken to return the card.*

**Section 15. USE AFTER CANCELLATION OR EXPIRY OF THE REDICARD**

1. You must not use your Redicard:
  - (a) before the valid date or after the expiration date shown on the face of the Redicard; or
  - (b) after the Redicard has been cancelled.You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

**Section 16. EXCLUSIONS OF REDICARD WARRANTIES AND REPRESENTATIONS**

1. We do not warrant that merchants or EFT terminals displaying Redicard signs or promotional material will accept the Redicard.

We do not accept any responsibility should a merchant, bank or other institution displaying Redicard signs or promotional material, refuse to accept or honour the Redicard.

**Section 17. YOUR LIABILITY FOR EFT TRANSACTIONS**

1. You are liable for all losses caused by an unauthorised EFT transactions unless any of the circumstances specified in this Section apply.

You are not liable for losses caused by unauthorised EFT transactions:

  - (a) where it is clear that you have not contributed to the loss;
  - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - ┆ us;
    - ┆ any organisation involved in the provision of the EFT system or BPAY<sup>®</sup>;
    - ┆ in the case of Redicard - any merchant; or
    - ┆ in the case of BPAY<sup>®</sup> - any biller;
  - (c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;
  - (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
  - (e) resulting from unauthorised use of your access method or any part of your access method:
    - ┆ before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
    - ┆ after you notify us in accordance with Section 4 or Section 5 that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.

You will be liable for any loss of funds arising from unauthorised EFT transactions if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:

  - (f) your fraud or, where relevant, your failure to keep the PIN, secret code or password secure in accordance with Section 3(0), (0), (0), (0) or (0); or
  - (g) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- (h) the portion of the loss that exceeds any applicable daily or periodic transaction limits;

- (i) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
- (j) all losses incurred on any account which you had not agreed with us could be accessed using the access method.

Where a PIN, secret code or password is required to perform the unauthorised EFT transaction and Section 17(0) does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, is the lesser of:

- (k) \$150;
- (l) the balance of your account, including any prearranged credit; or
- (m) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN, secret code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these EFT Conditions of Use or acted negligently or fraudulently under these EFT Conditions of Use.

In the case of BPAY<sup>®</sup>, if you notify us that a BPAY<sup>®</sup> payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that BPAY<sup>®</sup> payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.

Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

#### **Section 18. MALFUNCTION**

1. You will not be responsible for any loss you suffer because the home banking system, BPAY<sup>®</sup>, or an EFT terminal accepted your instructions but failed to complete an EFT transaction.

In the event that there is a breakdown or interruption to our home banking system or any BPAY<sup>®</sup> system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

#### **Section 19. CANCELLATION OF REDICARD OR OF ACCESS TO HOME BANKING SERVICE OR BPAY<sup>®</sup>**

1. You may cancel your Redicard, your access to telephone banking, internet banking or BPAY<sup>®</sup> at any time by giving us written notice.

We may immediately cancel or suspend your Redicard or your access to telephone banking, internet banking or BPAY<sup>®</sup> at any time for security reasons or if you breach these EFT Conditions of Use. In the case of Redicard, we may cancel the Redicard by capture of the Redicard at any EFT terminal.

We may cancel your Redicard or your access to telephone banking, internet banking or BPAY<sup>®</sup> for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

In the case of Redicard, you will be liable for any transactions you make using your Redicard before the Redicard is cancelled but which are not posted to your account until after cancellation of the Redicard.

In the case of telephone banking, internet banking or BPAY<sup>®</sup>, if, despite the cancellation of your access to telephone banking, internet banking or BPAY<sup>®</sup>, you carry out an EFT transaction using the relevant access method, you will remain liable for that EFT transaction.

Your Redicard or your access to telephone banking, internet banking or BPAY<sup>®</sup> will be terminated when:

- (a) we notify you that we have cancelled your Redicard or your access method to the account with us;
- (b) you close the last of your accounts with us to which the Redicard applies or which has telephone banking, internet banking or BPAY<sup>®</sup> access;
- (c) you cease to be our member; or
- (d) you alter the authorities governing the use of your account or accounts to which the Redicard applies or which has telephone banking, internet banking or BPAY<sup>®</sup> access (unless we agree otherwise).

In the case of Redicard, we may demand the return or destruction of any cancelled Redicard.