

# ► Banksia connect Electronic Funds Transfer (EFT)

## Terms and Conditions



**Important: Before using Banksia connect read these conditions carefully. Use of the facility will be governed by these conditions.**

### 1. Introduction

- a. These Terms and Conditions govern use of the facilities used to access your linked account(s) held at The Banksia Financial Group (Banksia). Each transaction on a linked account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Terms and Conditions and the terms applicable to any of your linked account(s), these conditions of use shall prevail.
- b. These Terms and Conditions apply when the facility is used to carry out an EFT Transaction. An online EFT Transaction is only available on Banksia term deposit accounts at maturity.
- c. Banksia may attach other services to the facility. Please contact Banksia for details.
- d. In accepting a facility from Banksia you are obliged to comply with these Terms and Conditions.

### 2. Definitions

In these Terms and Conditions:

“**Banksia**” refers to The Banksia Financial Group and associated companies.

“**Client Number**” means the client number issued to you by Banksia.

“**Code**” means information:- (a) the content of which is known to the user and is intended to be known only to the user or only to the user and Banksia; (b) which Banksia requires the user to keep secret; and (c) which the user must provide (in any manner) to or through a device or electronic equipment in order to access an EFT account.

“**Day**” means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

“**EFT System**” means an electronic system, communications system or software controlled or provided by or on behalf of an account institution to facilitate EFT transactions.

“**EFT Terminal**” means the electronic equipment, electronic system, communication system or software controlled or provided by or on behalf of Banksia or any third party for use with a Password to conduct an EFT Transaction.

“**EFT Transaction**” means an electronic funds transfer instructed by you through Electronic Equipment.

“**Electronic Equipment**” includes but is not limited to a computer and a telephone.

“**Linked account**” means your account(s) which are linked to **Banksia connect**.

“**Password**” means the alpha numeric code that you select when using the **Banksia connect** system.

“**We**”, “**us**”, and “**our**” refer to The Banksia Financial Group and associated companies.

“**User**” means a person authorised by Banksia to use an access method to give instructions to Banksia to debit or credit an EFT account and includes an account holder.

### 3. Codes of conduct

Banksia warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

### 4. Protecting your Password or Client Number

- a. Banksia will provide a password and unique client number to access **Banksia connect** with certain electronic equipment. You agree to protect this password and client number as a means of preventing fraudulent or unauthorised use of the facility.
- b. You must not tell or show the password or client number to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the password, you must not select another one which represents your birth date or a recognizable part of your name. If you do use an obvious password such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the password before notification to Banksia that your password has been misused or has become known to someone else.
- d. You must not record the password and client number on anything which is kept with or near the equipment unless reasonable steps have been taken to carefully disguise the password and client number to prevent unauthorised access to that record.
- e. Banksia recommends that you change your password at regular intervals.
- f. Banksia also recommends that you read our security document relating to online access.

### 5. Authorisations

You acknowledge and agree that:

- a. Banksia has the right to deny authorisation for any EFT Transaction for any reason; and
- b. Banksia 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 such refusal.

### 6. Your liability in case of unauthorised use of the facility

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph (b) below apply.
- b. You are not liable for losses:
  - (i) where it is clear that you have not contributed to the loss;
  - (ii) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - Banksia
    - An organisation involved in the provision of the EFT system.
  - (iii) that are caused by the same transaction being incorrectly debited more than once to the same account;
  - (iv) resulting from unauthorised use of a password or code after notification to Banksia.

- c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the password or client number if the loss occurs before notification to Banksia that the facility has been misused or the password and/or client number has become known to someone else and if Banksia proves, on the balance of probabilities, that you contributed to the loss through:
- (1) fraud, failure to look after and keep the password or client number secure in accordance with clauses 4(b), (c) and (d), or extreme carelessness in failing to protect the security of the password or client number.
  - (2) unreasonably delaying in notifying Banksia of the password or client number becoming known to someone else and the loss occurs between the time you reasonably should have, become aware of these matters and the time of notification to Banksia.
- However, you will not be liable for:
- (a) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your linked account(s);
  - (b) the portion of the loss on any linked account which exceeds the available balance of that Linked Account; or
- d. Where a password or client number was required to perform the unauthorised EFT Transaction and clause 6(c) does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before notification to Banksia that your password or client number has become known to someone else, is the lesser of:
- (i) \$150;
  - (ii) the actual loss at the time of notification to Banksia of the password or client number 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 linked account); or
  - (iii) (if the unauthorised EFT Transaction, involved our debiting of your linked account) the available balance of that linked account.
- e. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.
- b. Banksia or the **Banksia connect** hotline will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting Banksia or the **Banksia connect** hotline.
- c. After contacting the **Banksia connect** hotline you should confirm the unauthorised use as soon as possible to the Banksia Administration Centre.
- d. The **Banksia connect** hotline is available 24 hours a day, 7 days a week.
- e. If the Banksia connect hotline is not operating at the time notification is attempted the unauthorised use must be reported to the Banksia Administration centre on 1800 333 114 as soon as possible during business hours. Please note that EFT Transactions can only be processed on a business day during business hours.

### 8. Steps you must take to resolve errors or disputed EFT Transactions

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify the Banksia Administration Centre. Banksia is solely responsible for resolving your complaint. Later, but as soon as you can, you must give Banksia the following information:
- (1) your name and account number;
  - (2) the error or the transaction you are unsure about;
  - (3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - (4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
  - (5) the dollar amount of the suspected error.
- If your complaint concerns the authorisation of an EFT Transaction, Banksia may ask you to provide further information.
- b. Banksia will investigate your complaint, and if it is unable to settle your complaint immediately to your and it's satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 days of receipt from you of the details of your complaint Banksia will:
- (1) complete it's investigation and advise you in writing of the results of its investigation; or
  - (2) advise you in writing that it requires further time to complete its investigation.
- d. If Banksia is unable to resolve your complaint within 45 days, it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where Banksia is waiting on a response from you and you have been advised that Banksia requires such a response.

### 7. How to report unauthorised use of Password or Client Number

- a. If you or your Nominee believe that the password or client number has become known to someone else, you must immediately contact Banksia (if during business hours) or the **Banksia connect** hotline at any time on 1800 #.
- You must provide the following information when making such notification to Banksia or the **Banksia connect** hotline:
- (1) the account number (if known);
  - (2) any other personal information you are asked to provide to assist in identifying you.

- e. If your complaint has not been dealt with within 120 days of receipt of the details of your complaint, Banksia will resolve the complaint in your favour.
- f. If Banksia finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When Banksia advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the way in which we deal with your complaint, or if we do not respond promptly, you may refer the complaint to the Financial Industry Complaints Service (FICS).

FICS contact details are:  
PO Box 579  
Collins Street West  
Melbourne VIC 8000  
Toll Free Tel: 1300 78 08 08  
Email: fics@fics.asn.au  
www.fics.asn.au

- h. If Banksia decides that you are liable for all or any part of a loss arising out of unauthorised use of the password or client number, it will:
  - (1) give you copies of any documents or other evidence it relied upon; and
  - (2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If Banksia fails to carry out these procedures or causes unreasonable delay in resolving your complaint, Banksia may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

**9. Transactions and Other Fees**

- a. Banksia will advise you whether it charges a fee and the amount of such fee, for:
  - any transaction;
  - issuing the password or client number or a replacement password or client number;
  - issuing account statements; or
  - any other service provided in relation to **Banksia connect**.
- b. Banksia will also advise whether it will debit any of your Linked Account(s) with Government charges, duties or taxes arising out of any transaction.

**10. Changes to these Terms and Conditions**

- a. Banksia reserves the right to change these Terms and Conditions from time to time.
- b. Banksia will notify you in writing at least 30 days before the effective date of change if it will:
  - (1) impose or increase charges for the use of **Banksia connect** or for issuing replacement passwords;
  - (2) increase your liability for losses;
  - (3) impose, remove or adjust daily or other periodic transaction limits applying to the use of **Banksia connect**, your linked accounts or Electronic Equipment.
- c. Banksia will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d. Banksia is not obliged to give you advance notice if any immediate change to these Terms and Conditions is deemed necessary for the security of the EFT System or individual accounts.
- e. When the account is accessed after notification of any such changes, you accept those changes and use of **Banksia connect** shall be subject to those changes.

**11. Privacy and Confidentiality**

Banksia collects personal information about you for purposes of providing its products and services to you. Banksia may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the administration of your linked account(s), or if it is required by law.

You may have access to the personal information Banksia holds about you at any time by asking your Banksia branch.

**12. Miscellaneous**

- a. You agree that you will promptly notify Banksia of any change of address for the mailing of account statements or any notifications which Banksia is required to send to you.
- b. Banksia may post all statements and notices to you at your registered address as provided for in Banksia's records. You will be deemed as having received notice if such notice is sent to your last known address.
- c. In the case of a joint account, each party to that account is jointly and severally liable for all transactions on **Banksia connect**.